



**Tuesday, November 5, 2019
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- 1. 2019-288** Approve the minutes for the October 21 & 22, 2019 meetings of the City Council

- 2. 2019-225** Adopt an Ordinance to amend the Land Development Code, Ord. No. 3209, Section 5, Use Regulations and Conditions, Section 12, Process and Procedures and additional sections as needed. More specifically, for the purpose of considering amendments to use types and/or an additional use type, and the policy and procedure throughout the Land Development Code. The Planning Commission recommended to Approve on October 2, 2019.

- 3. 2019-276** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Georgia-Pacific Consumer Operations, LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$7,378,819.27 or the amount approved by Mississippi Department of Revenue.

- 4. 2019-277** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Green Bay Converting, Inc., for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$239,210.00 or the amount approved by Mississippi Department of Revenue.

5. **2019-278** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Hybrid Plastics for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$90,000.00 or the amount approved by Mississippi Department of Revenue.
6. **2019-279** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler Company for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$23,791,896.40 or the amount approved by Mississippi Department of Revenue.
7. **2019-280** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Resinall Corporation for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$6,939,951.67 or the amount approved by Mississippi Department of Revenue.
8. **2019-281** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Sofidel America Corporation for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$353,211.32 or the amount approved by Mississippi Department of Revenue.
9. **2019-282** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Wis-Pak of Hattiesburg, LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$916,981.00 or the amount approved by Mississippi Department of Revenue.
10. **2019-283** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Zeon Chemicals, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$249,823.00 or the amount approved by Mississippi Department of Revenue.
11. **2019-284** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Western Container for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$3,140,205.00 or the amount approved by Mississippi Department of Revenue.

12. **2019-285** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Merchants Company for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$1,397,486.85 or the amount approved by Mississippi Department of Revenue.

13. **2019-286** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Mississippi Tank Company for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$160,211.45 or the amount approved by Mississippi Department of Revenue.

14. **2019-287** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Mar-Jac Poultry MS LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$2,629,911.99 or the amount approved by Mississippi Department of Revenue.

15. **2019-290** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Hattiesburg Farm, LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$47,592,512.00 or the amount approved by Mississippi Department of Revenue.

16. **2019-292** Adopt an Ordinance amending Ordinance #2931, adopted January 1, 2007, of the City of Hattiesburg, Mississippi; to amend Section 1 (D), Section 7 (C), Section 16, and Section 17; to establish definition of cigar bar, the areas where smoking is not regulated, to provide for impact analysis and to provide an effective date.

17. **2019-265** Adopt a Resolution setting Public Hearing on Monday, December 16, 2019 at 4:00 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

18. **2019-262** Adopt a Resolution authorizing Requisition No. 52 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

19. **2019-260** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for Task Order No. 7 - Flow Monitoring Study for the city's sewer system; Authorize Mayor to execute in duplicate.

20. **2019-264** Approve Engagement Letter with Jack Denton for providing legal services related to the acquisition of property required for the Hall Avenue Overpass project.

21. **2019-261** Acknowledge Mississippi Department of Transportation (MDOT) approval of the Construction Engineering & Inspection Services Contract with Neel-Schaffer, Inc. for engineering services related to the 38th Avenue Roadway Improvements Project (STP-210-00(036) LPA/108080-701000); Approve contract and authorize Mayor to execute in duplicate.

22. **2019-249** Acknowledge bids received September 26, 2019 for the Water System Improvements-Shadow Wood Drive, Huckleberry Lane, Audubon-Westwood and Lynnwood Neighborhoods Project, and accept the bid from C. B. Developers in the amount of \$884,981.68; Authorize Mayor to execute contracts upon preparation.

23. **2019-250** Approve Memorandum of Understanding Funding Agreement with Firehouse Subs Public Safety Foundation, Inc., for award in the amount of \$34,300.00 to be used toward the direct purchase of 15 sets of Lion V-Force Coats and Pants and authorize the Mayor to execute the same.

24. **2019-275** Approve the sale of Unit #16757, 2001 Dodge diesel pickup truck as listed on the Hattiesburg Police Department's inventory, to Jackie Terry for \$1000.00, the value of said truck, pursuant to Miss. Code Ann. 17-25-25 (3).

25. **2019-263** Approve Processing Agreement between the City of Hattiesburg and Trustmark Bank for a credit card machine located in the Grounds and Maintenance Office of Hattiesburg Parks and Recreation Department, at a monthly cost of \$12.50 and authorize the Mayor to execute the same.

26. **2019-251** Authorize submission of an application to the Mississippi Emergency Management Agency (MEMA) 2019 Hazard Mitigation Grant Program to fund an acquisition project in the amount of \$501,970 (\$376,477.50 federal/\$125,492.50 local match) to purchase and demolish three repetitive loss properties and convert the lots into open space.

27. **2019-252** Authorize the acceptance of the FY19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$20,478 and authorize the Mayor to execute the same in duplicate.

28. **2019-257** Approve a scope change amendment request to the Substance Abuse and Mental Health Services Administration (SAMHSA) for the Hattiesburg Behavioral Health Court Treatment Expansion project, to move the performance of drug testing services to a third-party contractor.

29. **2019-267** Adopt an order certifying Breakthrough Community Services, Inc. as a Community Housing Development Organization (CHDO) for the City of Hattiesburg's HOME Program in accordance with 24 CFR 92.2. {Entitlement}

30. **2019-270** Acknowledge proposal for CHDO project and authorize the Mayor to execute, in triplicate, HOME Grant Agreement between Breakthrough Community Services, Inc. and the City of Hattiesburg for the rehabilitation of a home at 104 Donald Street as an affordable housing unit, utilizing HOME CHDO Set-aside funds in an amount not to exceed \$60,000. {Entitlement}

31. **2019-271** Approve finding that pursuant to Miss. Code Ann.17-25-25 (5), related to the vacated alley over which the old Regions parking garage is built, that fair market value of that certain property described in the Quitclaim Deed from the City of Hattiesburg, Mississippi, to Hub City Lofts 2, LLC, is zero; that it is in the City's best interest to dispose of its interest, if any, in and to the subject property; and authorize the Mayor to execute said Quitclaim Deed to Hub City Lofts 2, LLC.

32. **2019-273** Authorize Council President to execute duplicate contract with Topp McWhorter Harvey PLLC to audit the financial statements of the City of Hattiesburg for the fiscal year ended September 30, 2019.

ROUTINE AGENDA

1. **2019-259** Acknowledge receipt of a Permanent Utility Easement from The New Ebenezer Baptist Church at 900 East 8th Street (Parcel No. 2-029H-03-002.00 PPIN 25869) for the maintenance of an existing water line.

2. **2019-274** Acknowledge receipt of a Drainage Release, executed by Bryce Ladner, releasing the City from any damages which may occur due to the construction located at 107 Meadowood Drive Hattiesburg MS, Forrest County.

3. **2019-256** Acknowledge submission of the application and receipt of the award for the 2019 Target Community Engagement Funds Grant in the amount of \$2,000 for the purchase of bicycle helmets, lights, water hydration packs, and replacement bicycle parts for the placement of police officers on bicycles in targeted crime areas.

4. **2019-269** Approve and Authorize advertisement for bids for One (1) Electric Traction Elevator B 5000# complying with the attached specifications to be installed in the Public Safety Complex during its construction.

5. **2019-289** Approve and Authorize publication of Request for Proposals for Enterprise Resource Planning Software and Services for the City of Hattiesburg.

6. **2019-255** Approve the purchase of 10 additional Workforce Manager SAAS licenses from Kronos for a cost of \$130.00 per month.

7. **2019-266** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

8. **2019-258** Approve claims docket for the period ending October 31, 2019.

In Memoriam:

Meeting Adjourn

- **Mrs. Ruby Galey**
- **Mrs. Doris Breckenridge**



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, November 5, 2019

Re: Approve the minutes for the October 21 & 22, 2019 meetings of the City Council
File Number: 2019-288
Minute Book #

Summary

Please find minutes for the October 21 & 22, 2019 meetings of the City Council.

Recommendation Statement

I recommend approval of the minutes

Please place this on the November 5, 2019 City Council meeting for consideration.

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on unsafe properties at 4:00 p.m. Monday, October 21, 2019**, in Council Chambers at City Hall, pursuant to order adopted , September 17, 2019, at Minute Book 2019 Page 223, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll called the meeting to order and explained the procedures.

Public Hearing

1. **2019-236** Hold Public Hearing on Monday, October 21, 2019 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

Attachments: 1. 1511 E. Hardy St.
 2. 1109 Southern Ave
 3. 611 Katie Ave
 4. 612 Katie Ave
 5. 500 Ruby Ave
 6. 712 McKinley St
 7. 721 Webster st
 8. 1200 Hall Ave
 9. 1107 Deason Ave
 10. 1109 Deason Ave
 11. 724 New Orleans St.
 12. 215 Jackson St.
 13. 209 E. 3rd St.
 14. 615 Louise St
 15. 427 S. 16th Ave
 16. 1818 Adeline St.
 17. 108 Donald St.
 18. 106 Donald St.
 19. 103 Cypress Ave
 20. 118 E Florence St.
 21. 1515 Vernon St.
 22. 701 Bowling St
 23. Removal of 848 Sullivan Dr.
 24. 409 W. 4th St.
 Case History Pictures
 Certified Receipt Case History
 Request For Case Removal 10-21-19

Urban Development Director Andrew Ellard presented the properties to be considered. Mr. Ellard recommended the that the Council adopt resolutions determining the properties are in such a state of uncleanliness

so as to be a menace to the health and safety of the community, providing a specified period of time to remove the violations, and declaring the City's intent to take action to clear violations and charge the cost plus penalty against the property if the violations are not resolved in the specified period of time. He recommended resolutions allowing homeowners 15 days to resolve violations.

There were no citizens present who wished to address the Council regarding properties listed for the public hearing.

By unanimous consent, Council President Carroll **closed the public hearing at 4:07 p.m.** and proceeded with the Agenda Adjustments.

Agenda Adjustments

1. **2019-248** Acknowledge receipt of Judgement Order in Civil Case No. CO19-679, Eminent Domain of 441 W. 4th Street, and authorize Randy Pope as the City Attorney to deposit \$5,000.00 into the registry of the court. Authorize issuance of manual check for the same.

Attachments: 441 W. 4th Street-Judgement Order No. CO19-679

Agenda Review

Council President Carroll proceeded with the Agenda Review.

Following discussion of agenda items, Council President Carroll closed the Agenda Review.

Citizens' Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

She stated the procedures and invited members of the public to speak.

There were no citizens present who wished to address the Council.

Council Vice President Dryden closed the Citizen Forum.

Meeting Recess

By unanimous consent, Council President Carroll declared the **meeting recessed at 4:23 p.m., this the 21st day of October, 2019.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, October 22, 2019**, in Council Chambers at City Hall.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Pastor Patrick Henderson of New Seasons Family Worship Center.

The Pledge of Allegiance was led by Engineering Director, Lamar Rutland.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2019-246** Approve the minutes for the October 7 & 8, 2019 meetings of the City Council.
- Attachments: 10-7-19 APH - 314 Bay St., PH - Motor Vehicle FY'19-20, AR Mins.
 10-8-19 Mins.

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve the minutes for the October 7 & 8, 2019 meetings of the City Council.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

2. **2019-213** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
- Attachments: 1. 1109 Southern Ave
 2. 1511 East Hardy
 3. 611 Katie Ave

- 4. 612 Katie Ave
- 5. 500 Ruby Ave
- 6. 712 McKinley St
- 7. 721 Webster St.
- 8. 1200 Hall Ave
- 9. 1107 Deason Ave
- 10. 1109 Deason Ave
- 11. 724 New Orleans St
- 12. 215 Jackson St
- 13. 209 E 3rd St
- 14. 615 Louise Ave
- 15. 427 S 16th Ave
- 16. 1818 Adeline St
- 17. 108 Donald St
- 18. 106 Donald St
- 19. 103 Cypress Ave
- 20. 118 E Florence St
- 21. 1515 Vernon St
- 22. 701 Bowling St
- 24. 409 W. 4th St

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt Resolutions (#2019-272-294) condemning the following properties as unclean and a menace to the health and safety of the community.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

3. **2019-234** Approve or Deny a petition filed by Utpal Patel, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as a “Restaurant without drive-thru” as defined by the LDC for a certain property located at 208 N 38th Ave, Ste. 30 (Parcel 2-028L-07-144.01, PPIN 41562, Ward 1). The Planning Commission recommended to Approve on October 2, 2019.

Attachments: Oct HPC Minutes draft
 Agenda Item D PC 208 N 38th Ave. Conditional Use Final

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve a petition filed by Utpal Patel, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as a “Restaurant without drive-thru” as defined by the LDC for a certain property located at 208 N 38th Ave, Ste. 30 (Parcel 2-028L-07-144.01, PPIN 41562, Ward 1). The Planning Commission recommended to Approve on October 2, 2019.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

4. **2019-235** Approve or Deny a petition filed by, Hugh Sanders, Representative, and David Ott, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10 Table 10.6-2 Awning “Sign Height”, “10’ min. above sidewalk” and instead allow for a height of eight and one-half (8.5) feet, for a variance of one and one-half (1.5) feet for an existing sign at 109 Fairfield Drive (Parcel 051P-11-031.000, PPIN 9244, Ward 3). The Board of Adjustment recommended to Approve on October 2, 2019.

Attachments: Oct BOA Minutes
 Agenda Item B BOA 109 Fairfield Sign Variance

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve a petition filed by, Hugh Sanders, Representative, and David Ott, Owner, as required in the Land Development

Code, Ord. No. 3209, to request a variance from Section 10 Table 10.6-2 Awning "Sign Height", "10' min. above sidewalk" and instead allow for a height of eight and one-half (8.5) feet, for a variance of one and one-half (1.5) feet for an existing sign at 109 Fairfield Drive (Parcel 051P-11-031.000, PPIN 9244, Ward 3). The Board of Adjustment recommended to Approve on October 2, 2019.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 5. 2019-245** Adopt Resolution authorizing and directing the issuance of taxable tax increment limited obligation bonds, Series 2019 (Elam Arms Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Three Million Six Hundred Thousand Dollars (\$3,600,000) (The "Bonds") to raise money for the purpose of paying the costs of constructing the infrastructure improvements (as hereinafter defined), funding the Debt Service Reserve Fund, if applicable, and paying costs of issuance for the bonds; and for related purposes.

Attachments: [Elam Arms-Hattiesburg TIF - Elam Arms - Bond Resolution 48539176_5](#)
[Elam Arms-Hattiesburg - Elam Arms TIF - BPA 49588360_2-Attachment A](#)
[Elam Arms-Hattiesburg TIF \(Midtown Elam Arms\) 2019 - City MA \(IRMA\)](#)
[Disclosure Eng Ltr \(10.22.19\)_49698698_1-Attachment B](#)

A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt Resolution (#2019-295) authorizing and directing the issuance of taxable tax increment limited obligation bonds, Series 2019 (Elam Arms Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Three Million Six Hundred Thousand Dollars (\$3,600,000) (The "Bonds") to raise money for the purpose of paying the costs of constructing the infrastructure improvements (as hereinafter defined), funding the Debt Service Reserve Fund, if applicable, and paying costs of issuance for the bonds; and for related purposes.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 6. 2019-228** Adopt Resolution declaring the necessity and intention of the Mayor and City Council to issue a general obligation note in the amount not to exceed Four Million One Hundred Thousand Dollars (\$4,100,000.00) to provide funds for demolition, construction, and furnishing of fire stations and purchase of fire apparatus, and directing publication of Notice of Sale.

Attachments: [Intent Resolution Fire Station Note](#)

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt Resolution (#2019-296) declaring the necessity and intention of the Mayor and City Council to issue a general obligation note in the amount not to exceed Four Million One Hundred Thousand Dollars (\$4,100,000.00) to provide funds for demolition, construction, and furnishing of fire stations and purchase of fire apparatus, and directing publication of Notice of Sale.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 7. 2019-242** Adopt a Resolution establishing petty cash funds effective October 1, 2019 and approve issuance of a manual check to each custodian as of October 1, 2019.

Attachments: Petty Cash Resolution 2019

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2019-297) establishing petty cash funds effective October 1, 2019 and approve issuance of a manual check to each custodian as of October 1, 2019.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 8. 2019-220** Adopt a Resolution authorizing Requisition No. 51 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2016 Bond Resolution No. 51

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt a Resolution (#2019-298) authorizing Requisition No. 51 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 9. 2019-219** Approve Memorandum of Understanding between the City of Hattiesburg and the Mississippi Department of Transportation (MDOT) to provide funding for the Lincoln Road Drainage Study project (FY-1()107845-101000) and authorize the Mayor to execute multiple originals as specified by MDOT.

Attachments: MOU -City of Hattiesburg - Lincoln Rd-10-1-2019

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Memorandum of Understanding between the City of Hattiesburg and the Mississippi Department of Transportation (MDOT) to provide funding for the Lincoln Road Drainage Study project (FY-1()107845-101000) and authorize the Mayor to execute multiple originals as specified by MDOT.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 10. 2019-215** Approve Agreement with Landry Lewis and Germany Architects, P.A. to provide engineering services for the demolition of a portion of the former Big Yank building for the Fire Station #2 project and authorize the Mayor to execute in duplicate.

Attachments: Big Yank Demolition Agreement

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Agreement with Landry Lewis and Germany Architects, P.A. to provide engineering services for the demolition of a portion of the former Big Yank building for the Fire Station #2 project and authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 11. 2019-214** Approve Lighting Agreement with Mississippi Power to provide additional lighting at 324 & 410 McInnis Springs Rd for a monthly cost of \$39.94 and authorize the Mayor to execute the same.

Attachments: MS Power-410 McInnis Springs Rd

A MOTION was made by Council Member Brown and seconded by Council Member George to Approve Lighting Agreement with Mississippi Power to provide additional lighting at 324 & 410 McInnis Springs Rd for a monthly cost of \$39.94 and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 12. 2019-222** Approve Lighting Agreement with Mississippi Power for additional lighting along Scotland Circle for a monthly increase of \$24.94 and authorize the Mayor to execute the same.

Attachments: MS Power-Scotland Cir

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Approve Lighting Agreement with Mississippi Power for additional lighting along Scotland Circle for a monthly increase of \$24.94 and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 13. 2019-221** Approve Lighting Agreement with Mississippi Power for additional lighting along South 15th Ave alley for a monthly increase of \$19.97 and authorize the Mayor to execute the same.

Attachments: MS Power-315 S 15th Ave Alley

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Lighting Agreement with Mississippi Power for additional lighting along South 15th Ave alley for a monthly increase of \$19.97 and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 14. 2019-212** Approve Rental Agreement between the City of Hattiesburg and RICOH for a copier located in the Planning Division office, for a period of 48 months, at a cost of \$232.90 per month and authorize the Mayor to execute the same.

Attachments: City of Hattiesburg-Planning Department State Rental Agreement-10-11-2019

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Rental Agreement between the City of Hattiesburg and RICOH for a copier located in the Planning Division office, for a period of 48 months, at a cost of \$232.90 per month and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 15. 2019-223** Approve Memorandum of Understanding with Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the 1041 I-li Field Course and authorize the Mayor to execute the same.

Attachments: State Fire Academy

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Memorandum of Understanding with Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the 1041 I-li Field Course and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 16. 2019-230** Approve Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Civic Light Opera (HCLO) for sponsorship as outlined in attached agreement, in accordance with Mississippi 17-3-1, in an amount not to exceed \$10,000.00 and authorize the Mayor to execute the same.

Attachments: ADVERTISING CONTRACTUAL AGREEMENT BETWEEN COH & HCLO

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Civic Light Opera (HCLO) for sponsorship as outlined in attached agreement, in accordance with Mississippi 17-3-1, in an amount not to exceed \$10,000.00 and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 17. 2019-231** Approve Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Athletic Booster Club (HABC) for advertisement sponsorship as outlined in the attached agreement, in accordance with Mississippi 17-3-1, in an amount not to exceed \$20,000.00 and authorize the Mayor to execute the same.

Attachments: ADVERTISING CONTRACTUAL AGREEMENT BETWEEN HBURG HIGH BOOSTER CLUB

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Athletic Booster Club (HABC) for advertisement sponsorship as outlined in the attached agreement, in accordance with Mississippi 17-3-1, in an amount not to exceed \$20,000.00 and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 18. 2019-233** Approve Advertising Sponsorship for the 2019 Mississippi/Alabama All-Star Football Game as outlined in the attached letter, in accordance with Mississippi 17-3-1, in an amount not to exceed \$15,000.00 and authorize issuance of manual check for the same.

Attachments: ADVERTISING MS AL Ftbl City of H'burg sponsorship request 2019

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to

Approve Advertising Sponsorship for the 2019 Mississippi/Alabama All-Star Football Game as outlined in the attached letter, in accordance with Mississippi 17-3-1, in an amount not to exceed \$15,000.00 and authorize issuance of manual check for the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 19. 2019-232** Approve Agreement between City of Hattiesburg and TV Eyes Inc, for media monitoring services for the City of Hattiesburg for a cost not to exceed \$3,600.00 for FY 2020 and authorize issuance of manual check for the same. Acknowledge correction to Item # 2019-105, adopted February 5, 2019, to reflect corrected dates of November 1, 2018-October 31, 2019.

Attachments: TVEyes FY 2020 Media Monitoring Contract

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Agreement between City of Hattiesburg and TV Eyes Inc, for media monitoring services for the City of Hattiesburg for a cost not to exceed \$3,600.00 for FY 2020 and authorize issuance of manual check for the same. Acknowledge correction to Item # 2019-105, adopted February 5, 2019, to reflect corrected dates of November 1, 2018-October 31, 2019.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 20. 2019-216** Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum. {Entitlement CDBG}

Attachments: Pay Request #1 - 112 Lesley Lane
Final Payment - 101 Townsend St

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum. {Entitlement CDBG}.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (teleconference), Carroll, Dryden and Brown

Nays: 0

- 21. 2019-217** Acknowledge receipt of a grant from the Mississippi Department of Wildlife, Fisheries and Parks Recreational Trails Program for the construction of the Duncan Lake Trail Extension project (Project # 19-RTP-322); Approve Agreement for said grant and authorize the Mayor to execute in duplicate.

Attachments: RTP Grant Agreement

A MOTION was made by Council Member George and seconded by Council Member Delgado to Acknowledge receipt of a grant from the Mississippi Department of Wildlife, Fisheries and Parks Recreational Trails Program for the construction of the Duncan Lake Trail Extension project (Project # 19-RTP-322); Approve Agreement for said grant and authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (teleconference), Carroll, Dryden and Brown

Nays: 0

- 22. 2019-241** Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2019.

Attachments: Municipal Compliance Report

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2019.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (teleconference), Carroll, Dryden and Brown

Nays: 0

- 23. 2019-247** Declare Purchase of a Single Terminal Ruby CI System in the of \$10,748.68 as an Emergency Purchase due to the crash of the city's fueling facility in accordance with Mississippi Code 31-7-13 Section K, 1972.

Attachments: fuel Fac- Invoice
Fuel Memo

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Declare Purchase of a Single Terminal Ruby CI System in the of \$10,748.68 as an Emergency Purchase due to the crash of the city's fueling facility in accordance with Mississippi Code 31-7-13 Section K, 1972.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (teleconference), Carroll, Dryden and Brown

Nays: 0

- 24. 2019-248** Acknowledge receipt of Judgement Order in Civil Case No. CO19-679, Eminent Domain of 441 W. 4th Street, and authorize Randy Pope as the City Attorney to deposit \$5,000.00 into the registry of the court. Authorize issuance of manual check for the same.

Attachments: 441 W. 4th Street-Judgement Order No. CO19-679

A MOTION was made by Council Member George and seconded by Council Member Brown to Acknowledge receipt of Judgement Order in Civil Case No. CO19-679, Eminent Domain of 441 W. 4th Street, and authorize Randy Pope as the City Attorney to deposit \$5,000.00 into the registry of the court. Authorize issuance of manual check for the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (teleconference), Carroll, Dryden and Brown

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Vice President Dryden and seconded by Council member Council Member Brown to approve the Routine Agenda.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (teleconference), Carroll, Dryden and Brown

Nays: 0

1. **2019-229** Acknowledge receipt of request filed by George Walker and Mark Irby to appeal the Board of Adjustment's recommendation for the petition filed by Gary Walker, Representative, and George Walker, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10 Table 10.6-2 "Sign Message Area" for Wall Signs, "For B-1- 1 square foot sign area per 1-foot front façade width up to 50 square feet" for a building frontage of ninety (90) feet, and instead allow for a message area square footage of four hundred fifty-three and three-quarters (453.75) square feet, for a variance of four hundred three and three-quarters (403.75) square feet for an existing sign located at 8 Park Place (Parcel 051K-12-001.000, PPIN 23909, Ward 3). The Board of Adjustment recommended to Deny on October 2, 2019. Set a public hearing before City Council on November 18, 2019 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.

Attachments: Letter of Appeal- 8 Park Place _George Walker
Public Notice - Public Hearing - 8 Park Place
Agenda Item A BOA 8 Park Place Sign Variance
Oct BOA Minutes Draft
2. **2019-227** Acknowledge receipt of request filed by Tyler Watts to appeal the Hattiesburg Planning Commission's recommendation for the petition filed by by Tyler Watts, Representative, Josh Blackledge, Agent, Estate of Charles Holt, Owner, and Doug F. Montague, JN LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for two properties located at 914 Beverly Hills Road and north of 914 Beverly Hills Road (Parcel 2-028D-06-048.00, PPIN 26203, Parcel 2-028D-06-049.00, PPIN 26205, Ward 1) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Deny on October 2, 2019. Set a public hearing before City Council on November 18, 2019 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.

Attachments: Letter of Appeal - Beverly Hills Tyler Watts
Public Notice - Public Hearing - Beverly Hills Rezone
HPC Item C Beverly Hills Rezoning
Oct HPC Minutes draft
Provided by Applicant to HPC _Item C
Provided by Applicant to HPC _Item C _2
3. **2019-218** Acknowledge Bids received September 26, 2019 in a reverse auction to provide Motorized Mobile Storage Shelving & Evidence Locker System for the Public Safety Complex project; Accept the bid from Tab Products Company in the amount of \$221,511.00.

Attachments: Reverse Auction Results
HATTIESBURG Proposal with Pricing 091019
4. **2019-223** Acknowledge receipt of a list of properties determined by Code Enforcement Officers in the months of July and August of 2019 to be eligible for processing via expedited process.

Attachments: Notice July-August 2019
5. **2019-224** Acknowledge Proof of Publications for the month of September 2019.

Attachments: Proof of Publication Hub City Spokes Sept 2019
6. **2019-211** Acknowledge receipt of the monthly budget report for the month ending September 30, 2019.

Attachments: REV19.0919
EXP19.0919
7. **2019-237** Acknowledge receipt of the Privilege Tax License Report for the month of September 2019.

Attachments: Privilege License Report - September 2019
8. **2019-239** Acknowledge receipt of the Fiscal Year 2020 VISITHattiesburg Tourism Grant in the amount of \$3,750.00 to support Midnight on Front Street 2020.

9.

2019-240

Acknowledge receipt of the audit for Pine Belt Regional Solid Waste Management Authority for the fiscal years ending June 30, 2019 and 2018, from TMH CPA & Consulting Firm.

Attachments: [PBRSW-Audit](#)
10.

2019-244

Acknowledge receipt of Report of Solid Waste Revenues and Expenditures for fiscal year ending September 30, 2019 and authorize publication of the same.

Attachments: [Solid waste report FY 2019](#)
11.

2019-225

Approve plans and specifications for the 38th Avenue Roadway Improvements Project (Federal-Aid Project No. STP-0210-00(36)LPA/108080-701000) and authorize Advertisement for Bids.

Attachments: [108080-701000 Final Plans](#)
[108080-701000 Final Specs](#)
[AdvBid](#)
12.

2019-226

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: [Memo's \(10-22-19\)](#)
[Receipts \(10-22-19\)](#)
[Deeds \(10-22-19\)](#)
13.

2019-238

Approve claims docket for the period ending October 18, 2019.

Attachments: [DOCKET 10-18-19](#)
[Addendum to claims docket - 10/22/19](#)

In Memoriam:

A MOTION was made by Council Member George to Adjourn the meeting in memory of:

- Ms. Rosezellar Hampton
- Ms. Betty Myers Garraway
- Mr. Harold Walter Schultze
- Mr. James Fordham

Meeting Adjourn

By unanimous consent, Council President Carroll declared the **meeting adjourned at 5:21 p.m., this 22nd day of October, 2019.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, November 5, 2019

Re: Adopt an Ordinance to amend the Land Development Code, Ord. No. 3209, Section 5, Use Regulations and Conditions, Section 12, Process and Procedures and additional sections as needed. More specifically, for the purpose of considering amendments to use types and/or an additional use type, and the policy and procedure therefore throughout the Land Development Code. The Planning Commission recommended to Approve on October 2, 2019.
File Number: 2019-225
Minute Book #

Summary

Adopt an Ordinance to amend the Land Development Code, Ord. No. 3209, Sections 5 and 12.

Recommendation Statement

Recommend to adopt ordinance to amend the Land Development Code.

Please place this on the November 5, 2019 City Council meeting for consideration.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
OCTOBER 2, 2019**

The Hattiesburg Planning Commission did meet in a regular session on October 2, 2019 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Dick Conville
Jeff Keyseear
Ricardo Bryant

Commissioners Absent: Charles Dawe

Also Present: Andrew Ellard, Director Urban Development
Regina Melson, Senior Planner
Caroline Miles, Planner
Steve Mitchell, Building Official
Jim Gladden, Esq.

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:00 PM.

AGENDA REVIEW

There came the matter of the October 2019 Agenda. A request was made by Chair Miller for a motion to approve the October 2019 Agenda. A motion was made to approve the October 2019 Agenda by Commissioner Ray and seconded by Commissioner Allhouse.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray

Charlene Allshouse
Kenneth Waites
Jeff Keyseear
Ricardo Bryant

Commissioners voting nay: None

Commissioners absent for vote: Dick Conville

MINUTES REVIEW

There came the matter of the September 4, 2019 minutes. A request was made by Chair Miller for a motion to approve the September 4, 2019 minutes. A motion was made by Commissioner Ray to approve the minutes and seconded by Commissioner Bryant.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Jeff Keyseear
Ricardo Bryant

Commissioners voting nay: None

Commissioners absent for vote: Dick Conville

REPORTS

BUILDING REPORT

There came the matter of the Building Permit Report. A report for September 2019 was provided by Steve Mitchell, Building Official.

PLANNING REPORT

There came the matter of the Planning Report by Andrew Ellard, Director. On September 17, the City Council voted to approve the conditional use for a place of assembly at 301 Court Street with additional conditions added (HPC approval upheld). The Council also voted to approve the conditional use for a restaurant without drive-thru at 608 W. 7th Street (HPC approval upheld). Ginger Lowrey, Planning Division Manager, AICP, and her husband welcomed a baby girl into their family on October 1.

CHAIR'S REPORT

No report was given.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Old Business- Text Amendment), to take from the table and consider a petition filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Section 5, Use Regulations and Conditions, Section 12, Process and Procedures and additional sections as needed. More specifically, for the purpose of considering amendments to use types and/or an additional use type, and the policy and procedure therefore throughout the Land Development Code.

Commissioner Waites made a motion to take from the table to consider the request. Commissioner Hinton seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Dick Conville
Jeff Keyseear
Ricardo Bryant

Commissioners voting nay: None

Commissioners abstaining: None

Chair Miller declared the Public Hearing for the Planning Commission open at 1:14 P.M. and read the rules and procedures of the hearing.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Staff		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton stated that the Commission should address the citizen letter

regarding amendments to the use of “personal and professional services, excluding tattoo parlors” in B-1 zoning, but this concern should be addressed at a later time. Amendments to this type of use were not part of the proposed revision. Commissioner Conville made a motion to place the two citizen communications on November’s agenda for the Commission’s consideration and to allow time for Staff to give public notice regarding additional text amendments to Section 5-Uses. Commissioner Hinton seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Dick Conville
Jeff Keyseear
Ricardo Bryant

Commissioners voting nay: None

Commissioners abstaining: None

Commissioner Waites made a motion to vote on the request. Commissioner Hinton seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Dick Conville
Jeff Keyseear
Ricardo Bryant

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (Rezoning Request), filed by Tyler Watts, Representative, Josh Blackledge, Agent, Estate of Charles Holt, Owner, and Doug F. Montague, JN LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for two properties located at 914 Beverly Hills Road and north of 914 Beverly Hills Road (Parcel 2-028D-06-048.00, PPIN 26203, Parcel 2-028D-06-049.00, PPIN 26205, Ward 1) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.7, R-3 (Multi-Family Residential) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Tyler Watts	1521 Alex Drive	Shelby, NC
<u>Proponents:</u>	Josh Blackledge	1700 S 28 th Ave.	Hattiesburg, MS
<u>Opponents:</u>	Linda Walters	3608 Rosewood	Hattiesburg, MS
	Patricia Fluker	913 N. 37 th Ave.	Hattiesburg, MS
	Mark Irby		Madison, MS
	Anna Wan	1009 N. 34 th Ave.	Hattiesburg, MS
	Diana Crutchfield		Hattiesburg, MS
	Catherine Walker		Hattiesburg, MS
	Hughlene Perrott	1016 Beverly Hills Rd.	Hattiesburg, MS

Tyler Watts requested the rezone to R-3 to allow the company he represents to build approximately 100 townhome units on the property. They would be one to two bedroom units, targeted toward older students, young professionals, and young families. He stated he has conducted a market survey to determine demand for this type of housing. Commissioner Ray asked how he gathered his survey data, which he stated he gathered by calling vicinity complexes and asking their occupancy. He stated that occupancy on housing similar to what he was proposing was running at 100% occupancy. Chair Miller asked Mr. Watts to clarify his interaction with the neighborhood association prior to the Planning Commission meeting. Mr. Watts said that the real estate agent, Josh Blackledge, had emailed Diana Crutchfield, president of the neighborhood association, regarding the rezoning, but neither he nor Josh had formally met with, telephoned, or attended a meeting of the neighborhood.

Josh Blackledge stated this rezoning is needed because the property is a good place for a development and will be good for the tax rolls. He also stated for the Commission to consider the buffer of the park and cemetery and that not rezoning this property is stifling development.

Linda Walters stated that Ward 1 has an overabundance of multi-family residential, and most developments have at least 50-100 units. She stated the applicant has failed to substantially show that there is a need for more R-3 zoning and the neighborhood needs to be conserved.

Patricia Fluker stated her agreement with Mrs. Walters' assertion, but stated she also had concerns about additional the traffic a multi-family development would bring.

Mark Irby from Heritage Properties stated that the 100% occupancy figure Mr. Watts gave was incorrect. The units he manages are at 85% occupancy, with 70 vacant units. He also

stated The Met currently has 44-45 vacant units.

Dr. Anna Wan stated that the petitioners should account for shifting student housing requirements at USM, which has begun strongly encouraging all freshman to live on campus and requiring other certain student groups to live on campus. This will affect the student housing market.

Diana Crutchfield stated multi-family rental units degrade the property values of the homeowners who are invested in their community.

Catherine Walker of the Reserve at Long Point stated her occupancy is at 87%, and she was not called about the market survey mentioned by Mr. Watts.

Hughlene Perrott stated she worries about worsening traffic if an additional multi-family unit was built.

Mr. Watts rebutted, stating that he is open to discussing the traffic situation during the engineering phase of the development.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Waites made a motion to Deny the request on the basis that there is not a material change in the circumstances and conditions surrounding the petitioned property and there is not a public need for the change in question. Commissioner Hinton seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Dick Conville
Jeff Keyseear
Ricardo Bryant

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (Conditional Use-Restaurant without drive-thru), filed by Fahad Albukhari, Applicant, and Utpal Patel, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as a “Restaurant without drive-thru” for B-2 zoning for a certain property located at 208 N 38th Ave, Ste. 30 (Parcel 2-028L-07-

144.01, PPIN 41562, Ward 1).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Fahad Albukhari	208 N 38th Ave.	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Mr. Albukhari stated he would like to open a Mediterranean-type restaurant at the location.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Conville motion to Approve the request. Commissioner Ray seconded the motion.

Commissioners voting aye: Mark Miller, Chair
 Amy Hinton, Vice-Chair
 Rhoda A. Pickett
 Rebekah Ray
 Charlene Allshouse
 Kenneth Waites
 Dick Conville
 Jeff Keyseear
 Ricardo Bryant

Commissioners voting nay: None

Commissioners abstaining: None

BUSINESS MEETING

Having no further business, Commissioner Ray made a motion to adjourn the meeting. The motion was seconded at Commissioner Hinton. There being no further business, the meeting was adjourned at 2:16 PM.

Chair Mark Miller

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



**Planning Commission
Case Fact Sheet**

Applicant: City of Hattiesburg

Request: To consider an application to amend the Land Development Code Section 5, Use Regulations and Conditions, Section 12, Process and Procedures and additional sections as needed. More specifically, for the purpose of considering amendments to use types and/or an additional use type, and the policy and procedure therefore throughout the Land Development Code

Applicable Regulations: Amendments only proposed for Section 5 and Section 12.

Letters or Concerns stated: The Planning Division Office has received one letter relative to this case as of September 18, 2019. It is included in this report.

Additional Information: *Original staff summary, table, and memo can be found in the July HPC packet.*

Since this item was introduced in July, the Planning Commission met as a sub-committee to further discuss the proposed edits. This subcommittee, along with the Urban Development Director, Planning Division staff, and an attorney on behalf of the city, meet on August 12, September 5, and September 9. The sub-committee thoroughly reviewed all edits proposed, discussing line by line the possible implications of the change per zone as well as text amendments.

While meetings were publicly announced in Planning Commission hearings, no members of the public attended. One letter was received by staff on September 11 concerning "Personal and professional services excluding tattoo parlors" in B-1 zoning. This specific change was not discussed by the subcommittee and was an unknown issue at the time of meeting.

Item: A
City of Hattiesburg

Request for **Land Code Development Code Amendment**

The result of the Sub-committee discussion is presented in table format with proposed changes to Table 5.1 Table of Uses shown in red. The text amendments have been updated as well in the attached memo.

Basis for Approval:

Recommend **APPROVAL** or **DENIAL** of the request to amend the Land Development Code Section 5, Use Regulations and Conditions, Section 12, Process and Procedures and additional sections as needed. More specifically, for the purpose of considering amendments to use types and/or an additional use type, and the policy and procedure therefore throughout the Land Development Code.

The Planning Commission may approve, deny, and table at will. Minor, non-substantial changes may be made within a motion to the items presented in these amendments.



Department of Urban Development

Andrew Ellard, Director

601.545.4609 or aellard@hattiesburgms.com

MEMORANDUM

TO: TO ALL IT MAY CONCERN
FROM: ANDREW ELLARD, DIRECTOR OF URBAN DEVELOPMENT;
GINGER M. LOWREY, AICP, PLANNING DIVISION MANAGER
DATE: SEPTMEBER 20, 2019
SUBJECT: LAND DEVELOPMENT CODE AMENDMENT PROPOSAL FOR CONDITIONAL USES

Changes to the Table 5.1 Table of Uses, primarily related to Conditional Uses, throughout the table as well as text changes to Uses and Section 5.4 Additional Use Conditions were presented to the HPC on July 3, 2019. Additional changes were proposed to Section 12 related to the administration of Conditional Uses. Below is a summary of the proposed text amendments following the work session conducted by a Planning Commission sub-committee.

	Code Section	Change proposed	Reasoning
1	Table 5.1 Table of Uses	Remove "Building Maintenance and Service" as a use	Redundant Use
2	Table 5.1 Table of Uses	Remove "Impoundment Lot" as a use. Covered by "Tow Yards (Impoundment lots)"	Redundant Use
3	Table 5.1 Table of Uses	Amend "Lodging – hotel, motel, tourist home" as "Lodging – hotel, motel"	Align language and avoid confusion.
	Table 5.1 Table of Uses	Remove "Construction offices (plumbing/gas/electrical /welding – office only)" as a use. Covered by "Other professional office"	Redundant Use
5	Section 5.4.8. Bed and Breakfast Home; Bed and Breakfast Inn.	Amend to read: "Location. A Bed and Breakfast Home should be located in a property located within an existing local or National Register historic	Remove "shall" and add ability to waive requirement.

		district, in a property listed in the National Register of Historic Places, a designated National Historic Landmark, or a property designated a Mississippi Landmark with the Mississippi Department of Archives and History. This requirement may be waived by the Planning Commission & City Council.”	
6	Section 5.4. New Additional Use Condition – Glass Repair and Replacement	Add “Site conditions shall be consistent with applicable conditions set forth in Sec. 5.4.7 Automotive and Truck Repair, Maintenance, Rental, and Sales.	New Use Condition pending approval of change to Table of Uses
7	Section 5.4.26.1 Home Occupations.	Amend to read: A customary home occupation is permitted accessory to any dwelling unit in accordance with the following requirements:	Remove “(except manufactured housing)” which restricted Home Occupations from manufactured homes
8	Section 5.4.26.7 Home Occupations.	Amend to read: “All exterior storage of cargo, equipment or other material shall be shielded from view at all times when such vehicle is located on a residential lot.” Removed the first sentence: “Not more than one home occupation related vehicle, excluding pick-up trucks, is permitted, which must be 20 feet or less in overall length and not more than seven feet in overall height and which must be parked off any public ROW behind the residence.”	Unnecessarily requires business vehicles to be parked behind residence. Excessive work related vehicle storage is protected by Sec. 7.12.13.2
9	Section 5.4.26.10 Home Occupations.	Amend to read: “Primary sale of goods on site in connection with such home occupation shall be that which is prepared, produced or grown on the premises.”	Add “on site” to address items that are sold to customers on site only.
10	Section 5.4.26.11 Home Occupations.	Amend to read: “There shall be no retail, wholesale or warehousing activity on site other than that which is clearly incidental to the direct	Add “on site” to address items that are sold to customers on site

		provision of service. Does not prohibit off-site or internet sales.”	only. Add last sentence to protect internet based businesses
11	Section 5.4.26.16 Home Occupations.	Amend to read: “Only one vehicle used primarily as passenger vehicles will be permitted in connection with the conduct of the home occupation.	Limits the number of Home Occupation business related vehicles per residential site.
12	Section 5.4. New Additional Use Condition – Pawn Shop	Add “Conditional Uses approved in B-3 may not include check cashing agencies or businesses related to check cashing.”	New Use Condition pending approval of change to Table of Uses
13	Section 5.4. New Additional Use Condition – Silviculture	Add “All vegetation activities, including harvesting and site work, shall follow standards set forth in Section 9 Environmental Standards and receive a Land Disturbance Permit if applicable.”	New Use Condition pending approval of change to Table of Uses
14	Section 5.4. Warehousing	Amend to read “Warehousing and Distribution”	Amend use to include “distribution”
15	12.2 Chart	Amend to remove “Uses requiring Planning Commission Approval from “Quasi-Judicial Development Approvals” and add “Conditional Uses” and “Appeals” to “Legislative Development Approvals”	Align language
16	Section 12.3.3 Uses Requiring Planning Commission Approval.	Retitle as “12.3.3 Conditional Uses Approval”	Align language
17	Section 12.3.3.4.	Add Section to read “Reestablishment Restricted. A legal Conditional Use, as approved by the Governing Authority (City Council), when discontinued or abandoned, shall not be resumed. Discontinuance or abandonment shall be defined as:	Strengthens the ability to require abandoned Conditional Uses to reapply for Conditional Use approval.

		i. When land used for a legal Conditional Use ceases to be used in a bona fide manner or a period of six consecutive calendar months. ii. When a building designed or arranged for a Conditional Use ceases to be used in a bona fide manner as a legal nonconforming use for a continuous period of six consecutive calendar months. iii. When a building designed or arranged for a conforming use shall cease to be used in a bona fide manner as a Conditional Use for a period of six consecutive calendar months.	
18	Section 12.3.5.4. viii. Application Requirements for Legislative Approval. Conditions.	12.3.5.4. viii. Add after first sentence "Conditions may include but are not limited to parking location/design, site design, expiration of approval requiring renewal, intensity of use, occupancy, hours of operation, etc."	Reiterates that conditions may be recommended by Planning Commission and/or imposed by the City Council.

Table 5.1 Table of Uses

Use	Agricultural Residential Business Industrial														Additional Use Conditions Cross Reference
	A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1	B-2	B-3	B-4	B-5	I-1	I-2	
■ Permitted															
□ Permitted with conditions															
◆ Conditional Use															
✕ Not Permitted															
Accessory buildings and structures, excluding dwellings	□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.2
Accessory communication antennae	□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.1
Adult entertainment	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	◆	✕	✕	5.4.3
Agriculture-related feed, supply and equipment sales and services	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	5.4.4
Airport, public or private	■	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	-
Amusement facilities	✕	✕	✕	✕	✕	✕	✕	✕	✕	□	□	□	✕	✕	5.4.5
Animal husbandry—for profit and research-related, excluding CAFOs as defined by the US EPA	■	■	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	← EDIT TO CONDITIONS
Animal husbandry—for profit and research-related, including Concentrated Animal Feeding Operation as defined by the US EPA	■	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	-
Animal shelter	■	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	■	✕	✕	-
Aquaculture—for profit and research-related	■	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	-
Armory	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	■	■	■	-
ATM, outdoor	✕	✕	✕	✕	✕	✕	✕	✕	□	□	□	□	■	■	5.4.6
Auction house	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	■	■	✕	✕	-
Automotive filling station	✕	✕	✕	✕	✕	✕	✕	✕	◆	■	◆	■	■	■	-
Automotive rental and sales	✕	✕	✕	✕	✕	✕	✕	✕	✕	□	✕	□	□	□	5.4.7
Automotive, truck and small engine maintenance	✕	✕	✕	✕	✕	✕	✕	✕	□	□	✕	□	■	■	5.4.7
Automotive, truck and small engine repair	✕	✕	✕	✕	✕	✕	✕	✕	✕	□	✕	□	■	■	5.4.7
Boarding house	✕	✕	✕	✕	✕	◆	◆	✕	✕	✕	✕	✕	✕	✕	5.4.9
Boat, canoe, and kayak rental	□	□	✕	✕	✕	✕	✕	✕	✕	□	□	■	✕	✕	5.4.10
Broadcast studio	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	□	□	□	□	5.4.11
Building maintenance and services	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	■	■	■	-
Bus station	✕	✕	✕	✕	✕	✕	✕	✕	✕	■	■	■	■	■	-

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Table 5.1 Table of Uses

Use		Additional Use Conditions Cross Reference														
		Agricultural			Residential			Business			Industrial					
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B - 1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
Care center		◆	◆	×	×	×	×	□	□	□	□	□	□	×	×	5.4.12
Care center, home		□	□	◆	◆	◆	◆	◆	□	□	□	□	□	×	×	5.4.12
Cemeteries and columbariums accessory to a worship center		□	□	□	□	□	□	□	□	□	□	□	□	×	×	5.4.13
Cemetery and columbarium as principal uses		◆	◆	×	×	×	×	×	×	×	□	×	□	×	×	5.4.13
Check cashing agencies		×	×	×	×	×	×	×	×	×	×	×	■	×	×	-
Civic/cultural/community center		×	◆	◆	◆	◆	◆	◆	□	□	□	□	□	◆	×	5.4.14
Clubs and bars		×	×	×	×	×	×	×	×	◆	×	□	□	×	×	5.4.15
Construction offices (plumbing/gas/electrical /welding – with equipment, supplies and retail sales)		×	×	×	×	×	×	×	×	×	◆	×	□	□	□	5.4.16
Construction offices (plumbing/gas/electrical /welding -office only)		×	×	×	×	×	×	×	×	×	■	×	■	■	□	5.4.16
Correctional facilities and jails		×	×	×	×	×	×	×	×	×	×	×	◆	◆	◆	-
Country club		■	◆	◆	◆	◆	◆	◆	×	×	×	×	×	×	×	-
Digital Billboard		×	×	×	×	×	×	×	×	×	×	×	◆	◆	◆	-
Dry Cleaner		×	×	×	×	×	×	×	□	■	■	■	■	■	■	5.4.17
Dwelling, manufactured (mobile) home		□	□	×	×	×	×	×	×	×	×	×	×	×	×	5.4.19
Dwelling, mixed use		×	×	×	×	×	×	×	◆	◆	◆	□	×	×	×	5.4.20
Dwelling, multi-family		×	×	×	×	×	×	□	◆	×	×	■	◆	×	×	5.4.18 ←E
Dwelling, single family attached		×	×	×	×	×	■	■	■	×	×	◆	×	×	×	- ←C
Dwelling, single family detached		■	■	■	■	■	■	■	■	◆	×	×	×	×	×	-
Dwelling, two family		×	×	×	×	×	□	□	□	◆	×	×	×	×	×	5.4.18
Dwelling, zero lot line detached		×	×	×	×	×	□	□	□	◆	×	×	×	×	×	5.4.21
Exterminators		×	×	×	×	×	×	×	×	×	◆	×	■	■	■	-
Fairgrounds and stadiums, public or private		◆	◆	×	×	×	×	×	×	×	◆	×	■	■	◆	-

← EDIT TO
← CONDITIONS

Table 5.1 Table of Uses

Use	Agricultural Residential Business Industrial														Additional Use Conditions Cross Reference
	A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1	B-2	B-3	B-4	B-5	I-1	I-2	
■ Permitted															
□ Permitted with conditions															
◆ Conditional Use															
* Not Permitted															
FDIC financial institutions and mortgage companies, excluding check cashing agencies	*	*	*	*	*	*	*	◆	■	■	■	■	◆	*	-
Fishing, hunting and trapping	□	*	*	*	*	*	*	*	*	*	*	*	*	*	-
Fitness centers	*	*	*	*	*	*	*	■	■	■	■	■	■	■	-
Funeral home, mortuary and crematorium	*	*	*	*	*	*	*	*	◆	□	■	■	*	*	5.4.22
Gallery, museum, and library	◆	◆	◆	◆	◆	◆	◆	◆	■	■	■	■	◆	◆	-
Gated communities	◆	◆	◆	◆	◆	◆	◆	*	*	*	*	*	*	*	5.4.23
Glass repair and replacement	*	*	*	*	*	*	*	*	*	□	*	□	*	*	-
Golf course	■	■	■	■	■	■	■	*	*	*	*	*	*	*	-
Government center/complex and offices	◆	◆	◆	◆	◆	◆	◆	■	■	■	■	■	■	■	-
Group facility	◆	◆	*	*	*	*	◆	◆	◆	◆	*	*	*	*	5.4.24
Group home	◆	◆	◆	◆	◆	◆	◆	◆	◆	*	*	*	*	*	5.4.24
Heliport	◆	◆	*	*	*	*	*	*	*	□	□	□	◆	□	5.4.25
Home occupation	□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.26
Horticulture— for profit and research-related	□	□	*	*	*	*	*	*	*	*	*	*	◆	◆	-
Horticulture— private	■	■	■	■	■	■	■	◆	■	■	■	■	◆	◆	-
Hospital and outpatient clinic	*	*	*	*	*	*	*	*	*	■	■	■	◆	*	-
Hunting camp/lodge	■	*	*	*	*	*	*	*	*	*	*	*	*	*	-
Ice machines and similar commercial accessory structures	*	*	*	*	*	*	*	*	◆	□	*	□	◆	◆	5.4.27
Impoundment lot	*	*	*	*	*	*	*	*	*	*	*	*	■	■	-
Industry, heavy	*	*	*	*	*	*	*	*	*	*	*	*	*	■	-
Industry, light	*	*	*	*	*	*	*	*	*	*	*	*	◆	■	-
Kennel	□	◆	*	*	*	*	*	*	*	*	*	■	◆	□	5.4.28
Laboratory, dental or medical	*	*	*	*	*	*	*	■	■	■	■	■	■	■	-
Laundromat	*	*	*	*	*	*	*	◆	■	■	◆	■	*	*	-
Life care communities	*	*	◆	*	*	◆	◆	*	*	*	*	*	*	*	5.4.29
Lodging—bed and breakfast home	*	*	◆	◆	◆	◆	◆	◆	◆	◆	◆	*	*	*	5.4.8

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Table 5.1 Table of Uses

Use		Additional Use Conditions Cross Reference														
		Agricultural		Residential					Business					Industrial		
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B - 1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
Lodging—bed and breakfast inn		×	×	◆	◆	◆	◆		□	□	□	□	×	×	×	5.4.8 ← E CC
Lodging—hotel, motel, tourist home		×	×	×	×	×	×	×	×	×	■	■	■	×	×	-
Machinery, tools/construction equipment, limited sales and service		×	×	×	×	×	×	×	×	×	◆	×	■	■	■	-
Marine sales and service		×	×	×	×	×	×	×	×	×	×	×	■	■	×	■
Medical or dental office		×	×	×	×	×	×	×	■	■	■	■	■	×	×	-
Methadone Maintenance Facility		×	×	×	×	×	×	×	×	×	◆	×	◆	×	×	-
Microbreweries		×	×	×	×	×	×	×	×	×	×	■	×	■	■	-
Mining and extraction		×	×	×	×	×	×	×	×	×	×	×	×	×	◆	-
Open space, common and public		■	■	■	■	■	■	■	■	■	■	■	■	■	■	-
Other professional office		×	×	×	×	×	×	×	■	■	■	■	■	■	■	-
Package liquor store		×	×	×	×	×	×	×	×	×	■	■	■	×	×	-
Park/playground		■	■	■	■	■	■	■	■	■	■	■	■	◆	◆	-
Parking, garage		×	×	×	×	×	×	■	×	×	■	■	■	■	■	-
Parking, surface		×	×	×	×	×	×	×	■	■	■	■	■	×	×	-
Pawn shop		×	×	×	×	×	×	×	×	×	◆	×	■	×	×	← E C
Personal and professional services, excluding tattoo parlors		×	×	×	×	×	×	×	■	■	■	■	■	×	×	-
Places of assembly not otherwise listed		□	□	◆	◆	◆	◆	◆	×	◆	□	■	■	×	×	5.4.30
Plasma Collection Facility		×	×	×	×	×	×	×	×	×	×	×	◆	×	×	-
Product wholesale		×	×	×	×	×	×	×	×	×	×	×	■	■	■	-
Public and community utility facilities		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.31
Public safety station (police, fire, ambulance)		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.32
Railroad facilities including terminals, excluding maintenance yards		×	×	×	×	×	×	×	×	×	■	■	■	■	■	-

5.4.8 ← EDIT TO CONDITIONS

← EDIT TO CONDITIONS

5.4.30

5.4.31

5.4.32

16

Table 5.1 Table of Uses

Use														Additional Use Conditions Cross Reference
	Agricultural	Residential					Business					Industrial		
■ Permitted														
□ Permitted with conditions														
◆ Conditional Use														
✕ Not Permitted														
Railroad maintenance yard	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	◆	
Recycling center	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	◆	
Rehabilitation center, nursing care, assisted living, congregate care, palliative care, and hospice care	✕	✕	✕	✕	✕	✕	□	□	□	□	□	✕	✕	5.4.33
Repair shop (small appliance, shoes, excluding engine)	✕	✕	✕	✕	✕	✕	✕	◆	◆	◆	◆	✕	✕	
Restaurant, with drive-thru	✕	✕	✕	✕	✕	✕	✕	✕	□	✕	□	□	□	5.4.34
Restaurant, without drive-thru	✕	✕	✕	✕	✕	✕	✕	◆	◆	□	□	□	□	5.4.34
Retail, <10,000 sq.ft.	✕	✕	✕	✕	✕	✕	✕	✕	□	□	□	◆	□	5.4.35
Retail, >50,000 sq.ft.	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	□	✕	✕	5.4.35
Retail, 10,000-50,000 sq.ft.	✕	✕	✕	✕	✕	✕	✕	✕	□	□	□	□	□	5.4.35
Riding academy or stable	■	■	✕	✕	✕	✕	✕	✕	✕	✕	□	✕	✕	5.4.36
Sanitary landfill	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	◆	
Satellite receiving systems	◆	◆	✕	✕	✕	✕	✕	✕	✕	✕	✕	◆	◆	
School, K-12	✕	✕	□	□	□	□	□	□	□	□	□	✕	✕	5.4.37
School, trade	✕	✕	✕	✕	✕	✕	✕	✕	□	□	□	◆	◆	5.4.37
School, university or college	✕	✕	✕	✕	✕	✕	■	✕	✕	■	■	◆	◆	
Self-storage	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	□	✕	✕	5.4.38
Sewage disposal plant	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	■	
Shopping center, <25,000 sq.ft.	✕	✕	✕	✕	✕	✕	✕	✕	□	✕	□	✕	✕	5.4.40
Shopping center, >75,000	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	□	✕	✕	5.4.40
Shopping center, 25,000-75,000 sq.ft.	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	□	✕	✕	5.4.40
Silviculture— for profit and research-related	□	□	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	
Solar Farm	◆	◆	◆	✕	✕	◆	✕	✕	✕	✕	✕	◆	◆	

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5.4 ADDITIONAL USE CONDITIONS.

Certain uses, as noted in the Table of Uses as permitted with conditions or requiring Planning Commission approval, must meet additional conditions in order to be permitted within the City of Hattiesburg. These uses along with their applicable conditions are listed below.

Storage of junk, junk vehicles, salvage materials and waste	◆	×	×	×	×	×	×	×	×	×	×	×	×	×	×	5.4.39
Tattoo parlor	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Taxidermist	■	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Telecommunication facilities and towers, wireless	□	□	×	×	×	×	×	×	×	×	×	×	×	×	×	5.4.41
Theater, indoor	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Theater, outdoor	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Tow yards (impoundment lots)	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	5.4.39
Utility operation center	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Veterinary clinic and hospital	■	■	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Warehousing and Distribution	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-

5.4.1 Accessory Communication Antenna.

5.4.1.1 The following uses are permitted accessory uses:

- i. The placement of an antenna, including other supporting equipment, on City Property that is zoned commercial or industrial.
- ii. Installation of an Antenna on an existing structure excluding a tower (such as a building, light pole, water tower, or other free-standing nonresidential structure) that is 50 feet in height or greater, provided that the additional antenna adds no more than 21 feet to the height of the existing structure.
- iii. Installation of an antenna on any existing tower of any height, so long as the addition of said antenna extends no more than 21 feet above the height of the existing tower or structure and the existing tower is not a legal, non-conforming tower.
- iv. An antenna that is attached to a C.O.W. (Cellular on Wheels) may be located on property containing a legal conforming telecommunication tower.

5.4.1.2 Prior to the installation of any Antenna or tower covered by this ordinance the owner of such Antenna or tower shall make written

application as required and include all information required therein."

5.4.1.3

Accessory antennas shall be concealed within or have an exterior appearance as a permitted principal or accessory structure permitted in the district where located.

5.4.2

Accessory Uses, Buildings.

5.4.2.1

In no event shall "accessory use" or "accessory structure" be construed to authorize a use or structure not otherwise permitted in the district in which the principal use is located.

5.4.2.2

All accessory uses and accessory structures shall conform to the applicable requirements of this ordinance, including all dimensional requirements and use, design and landscaping standards applicable to the primary use/structure. The provisions of this section establish additional requirements and restrictions for particular accessory uses and structures.

5.4.2.3

Accessory uses and structures that are clearly related to and incidental to the permitted principal use or structure on the lot are permitted in all districts.

5.4.2.4

All accessory uses and structures shall require the issuance of a certificate of zoning compliance.

5.4.2.5

Structures accessory to residential uses (except for agricultural buildings located in agri-

SECTION 1
Intent

SECTION 2
Applicability

SECTION 3
Requirements

SECTION 4
Districts

SECTION 5
Uses

SECTION 6
Dimensions

SECTION 7
Design

SECTION 8
Infrastructure

SECTION 9
Environment

SECTION 10
Signs

SECTION 11
Administration

SECTION 12
Processes

SECTION 13
Definitions



To The Hattiesburg Planning Division:

I understand that you are in the process of making amendments and edits to the new Land Development Code. One specific area I think you need to take a look at is the conflict between the definition of B-1 Professional Business Zoning in Section 4.5.8 which describes the base purpose of the district and the list of use regulations in Section 5. I refer specifically to personal services (excluding tattoo parlors) being permitted. (I almost wonder if this is a mistake) According to Section 4.5.9., "personal services" is a use which is specific to B-2 Neighborhood Business along with retail. Please see pages 24 and 25 to see the differences in these two districts. "Personal Services" is vaguely described as "refers collectively to commercial services such as catering and cleaning that supply the personal needs of customers". There is no definition of professional services.

To my way of thinking, permitting personal services changes the whole nature of a professional business district by allowing businesses that are commercial in use and are already provided for in B-2 zoning. As stated in the B-1 description, professional businesses may be located near residential neighborhoods and that is the reason I am bringing my concerns to you.

My son lives at 1305 Adeline in the Oaks Historic District. His home and the home to his right are zoned B-1 Professional but are used as residential. The properties across the street and in back of him are residential. The corner property to the left of him has a small but two story professional office building built in the late seventies or early eighties when business zoning was recklessly being allowed to encroach on residential areas. Since he has lived there, this building has been used as a medical office and a CPA's office and has never been a problem and was never anticipated to be. But he has just learned that a new owner is going to use it for a large barbershop/salon which will be

permitted under personal services on this professionally zoned property under the new Land Use Code. I don't think this would have been allowed under the previous code. Furthermore, there are no conditions or restrictions to protect him from the commercial nuisances of this business. There are no restrictions on business hours, and although the parking meets requirements for the size of the building, it isn't adequate for the size of the business. He was told by the plumber, that they would be putting in seven wash bowls indicating that between employees and customers, parking will be a potential problem.

So this is why I am asking that while you are refining the new ordinance that you take a serious look at what's permitted in a professional district – especially when it abuts a residential neighborhood and affects the quality of life there. There should be restrictions or conditions to protect neighborhoods anytime higher zoning has reached into areas of traditional residential use. Neighborhoods, not businesses, are what make a town a community.

Mary Halliwell
601 408-3610

4.5.7 R-3 Multi-Family Residential District**Description and Purpose.**

The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected residential neighborhoods with only compatible supporting institutional uses and open space.

Characteristic Development Type

District Uses and Use Standards

See [Section 5](#)

District Dimensional Standards

See [Section 6](#)

District Development Standards

See [Section 7](#)

District Sign Standards

See [Section 10](#)**4.5.8 B-1 Professional Business****Description and Purpose.**

The purpose of this business district is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent is to provide compact locations for business offices, medical and dental offices, as well as suburban locations near residential neighborhoods.

Characteristic Development Type

District Uses and Use Standards

See [Section 5](#)

District Dimensional Standards

See [Section 6](#)

District Development Standards

See [Section 7](#)

District Sign Standards

See [Section 10](#)

4.5.9 B-2 Neighborhood Business District.**Description and Purpose.**

The purpose of the B-2 District is to provide for retail and **personal service** uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

Characteristic Development Type

District Uses and Use Standards

See [Section 5](#)

District Dimensional Standards

See [Section 6](#)

District Development Standards

See [Section 7](#)

District Sign Standards

See [Section 10](#)**4.5.10 B-3 Community Business District.****Description and Purpose.**

The purpose of the B-3 District is to provide for retail, **personal service**, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.

Characteristic Development Type

District Uses and Use Standards

See [Section 5](#)

District Dimensional Standards

See [Section 6](#)

District Development Standards

See [Section 7](#)

District Sign Standards

See [Section 10](#)

Intent

Applicability

Requirements

Districts

Uses

Dimensions

Design

Infrastructure

Environment

Signs

Administration

Processes

Definitions

Table 5.1 Table of Uses

Use		Additional Use Conditions Cross Reference														
		Agricultural		Residential					Business					Industrial		
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B - 1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
*	Not Permitted															
Lodging—bed and breakfast inn		x	x	x	◆	◆	◆	◆	x	■	■	■	x	x	x	5.4.8
Lodging—hotel, motel, tourist home		x	x	x	x	x	x	x	x	x	■	■	■	x	x	-
Machinery, tools/construction equipment, limited sales and service		x	x	x	x	x	x	x	x	x	x	x	■	■	■	-
Marine sales and service		x	x	x	x	x	x	x	x	x	x	x	■	■	x	-
Medical or dental office		x	x	x	x	x	x	x	■	■	■	■	■	x	x	-
Methadone Maintenance Facility		x	x	x	x	x	x	x	x	x	◆	x	◆	x	x	-
Microbreweries		x	x	x	x	x	x	x	x	x	x	■	x	■	■	-
Mining and extraction		x	x	x	x	x	x	x	x	x	x	x	x	x	◆	-
Open space, common and public		■	■	■	■	■	■	■	■	■	■	■	■	■	■	-
Other professional office		x	x	x	x	x	x	x	■	■	■	■	■	■	■	-
Package liquor store		x	x	x	x	x	x	x	x	x	■	■	■	x	x	-
Park/playground		■	■	■	■	■	■	■	■	■	■	■	■	◆	◆	-
Parking, garage		x	x	x	x	x	■	x	x	x	■	■	■	■	■	-
Parking, surface		x	x	x	x	x	x	■	■	■	■	■	■	x	x	-
Pawn shop		x	x	x	x	x	x	x	x	x	x	x	■	x	x	-
Personal and professional services, excluding tattoo parlors		x	x	x	x	x	x	■	■	■	■	■	■	x	x	-
Places of assembly not otherwise listed		□	□	◆	◆	◆	◆	◆	x	□	■	■	■	x	x	5.4.30
Plasma Collection Facility		x	x	x	x	x	x	x	x	x	x	x	◆	x	x	-
Product wholesale		x	x	x	x	x	x	x	x	x	x	x	■	■	■	-
Public and community utility facilities		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.31
Public safety station (police, fire, ambulance)		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.32
Railroad facilities including terminals, excluding maintenance yards		x	x	x	x	x	x	x	x	x	■	■	■	■	■	-

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Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE,
ORDINANCE NUMBER 3209, AS AMENDED, SECTION 5, USE REGULATIONS AND
CONDITIONS AND SECTION 12, PROCESS AND PROCEDURES
FOR THE CITY OF HATTIESBURG, MISSISSIPPI.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI:**

SECTION 1. That the Land Development Code, Ordinance Number 3209, as amended, of the City of Hattiesburg, Mississippi, be further amended as follows:

That Table 5.1 "Agriculture-related feed and supply and equipment sales and services" be amended to include a Conditional Use in A-2 and B-3 zoning districts.

That Table 5.1 "Amusement facilities" be amended to include a Conditional Use in I-1 zoning district.

That Table 5.1 "Animal Husbandry – for profit and research-related, excluding CAFOs as defined by the US EPA" be amended to include a Conditional Use in I-1 and I-2 zoning districts.

That Table 5.1 "Animal Husbandry-for profit and research-related, including Concentrated Animal Feeding Operation as defined by the US EPA" be amended to include a Conditional Use in I-2 zoning district.

That Table 5.1 "Animal Shelter" be amended to include a Conditional Use in A-2, I-1 and I-2 zoning districts.

That Table 5.1 "Aquaculture – for profit and research-related" be amended to include a Conditional Use in A-2, I-1 and I-2 zoning districts.

That Table 5.1 "Auction House" be amended to include a Conditional Use in A-1, A-2 and I-1

zoning districts.

That Table 5.1 “Automotive Rental and Sales” to be amended to include Permitted with Conditions in I-1 and I-2 zoning districts.

That Table 5.1 “Broadcast Studio” be amended to include a Conditional Use in A-1, A-2 and B-2 zoning districts and to allow a Permitted with Conditions Use in B-3, B-4, B-5 and I-1 zoning districts.

That Table 5.1 Table of Uses be amended to remove “Building maintenance and services” as a use.

That Table 5.1 “Care Center” be amended to include a Conditional Use in A-1, A-2, and I-1 zoning districts.

That Table 5.1 “Cemeteries and columbariums accessory to a worship center” be amended to allow a Permitted Use with Conditions in A-1, A-2, R-1A, R-1B, R-1C, R-2, R-3, B-1, B-2, B-3, B-4, and B-5 zoning districts.

That Table 5.1 “Cemetery and columbarium as principal uses” be amended to allow a Conditional Use in A-1 and A-2 zoning districts and Permitted With Conditions in B-3 and B-5 zoning districts.

That Table 5.1 “Civic/Cultural/Community Center” be amended to allow a Conditional Use in A-2 and I-1 zoning districts.

That Table 5.1 “Clubs and Bars” be amended to allow a Conditional Use in B-2 zoning district.

That Table 5.1 “Construction Offices” be amended to allow a Conditional Use in B-3 zoning district and Permitted With Conditions Use in B-5, I-1 and I-2 zoning districts.

That Table 5.1 Table of Uses be amended to remove “Construction offices (plumbing/gas/electric/welding – office only)” as the use is covered by “Other professional office.”

That Table 5.1 “Country Club” be amended to allow a Conditional Use in A-2, R-1A, R-1B, R-1C, R-2, and R-3 zoning districts, and to allow a Permitted Use in A-1 zoning district.

That Table 5.1 “Dwelling, Mixed Use” be amended to allow a Conditional Use in B-1 zoning district.

That Table 5.1 “Dwelling, Multi-Family” be amended to allow a Conditional Use in B-1 and B-4 zoning districts.

That Table 5.1 “Dwelling, Single-Family Attached” be amended to allow a Conditional Use in B-4 zoning district.

That Table 5.1 “Dwelling, Single-Family Detached” be amended to allow a Conditional Use in B-2 zoning district.

That Table 5.1 “Dwelling, Two-Family” be amended to allow a Conditional Use in B-2 zoning district.

That Table 5.1 “Dwelling, Zero Lot Line detached” be amended to allow a Permitted with Conditions Use in R-1C, R-2, R-3 and B-1 zoning districts and to allow a Conditional Use in B-2 zoning districts.

That Table 5.1 “Exterminators” be amended to allow a Conditional Use in B-3 zoning district and to allow a Permitted Use in I-1 and I-2 zoning districts.

That Table 5.1 “Fairgrounds and stadiums, public or private” be amended to allow a Conditional Use in B-3 and I-2 zoning districts.

That Table 5.1 “FDIC financial institutions and mortgage companies, excluding check cashing agencies” be amended to allow a Conditional Use in B-1 and I-1 zoning districts.

That Table 5.1 “Funeral Homes” be amended to allow a Conditional Use in B-2 zoning district.

That Table 5.1 “Gallery, Museum and Library” be amended to allow a Conditional Use in A-1, A-2, I-1 and I-2 zoning district.

That Table 5.1 “Gated Communities” be amended to allow a Conditional Use in A-1 and A-2 zoning districts.

That Table 5.1 “Glass Repair and Replacement” be amended to allow a Permitted With Conditions Use in B-3 and B-5 zoning districts.

That Table 5.1 “Government center/Complex and Offices” be amended to allow a Conditional Use in A-1, A-2, R-1A, R-1B, R-1C, R-2 and R-3 zoning districts.

That Table 5.1 be amended to show “Group Facility” as a Conditional Use in A-1, A-2, and B-3 zoning districts.

That Table 5.1 be amended to show “Group home” as Conditional Use in B-1 and B-2 zoning districts.

That Table 5.1 be amended to show “Heliport” as Conditional Use in A-1, A-2 and I-1 zoning districts.

That Table 5.1 be amended to show “Home occupation” as Permitted with Conditions in B-1, B-2, B-3, B-5, I-1, and I-2 zoning districts.

That Table 5.1 be amended to show “Horticulture-for profit and research related” as Conditional Use in B-5, I-1, and I-2 zoning districts.

That Table 5.1 be amended to show “Horticulture- private” as Permitted in B-1, I-1, and I-2 zoning districts.

That Table 5.1 be amended to show “Hospital and outpatient clinic” as Conditional Use in I-1 zoning districts.

That Table 5.1 be amended to show “Ice machine and similar commercial accessory structures” as Conditional Use in B-2 and I-1 and I-2 zoning districts and correct the cross reference to the applicable code section within Section 5.4.

That Table 5.1 Table of Uses be amended to remove “Impoundment lot” as the use is covered by “Tow Yards.”

That Table 5.1 be amended to show “Industry, light” as Conditional Use in B-5 zoning districts.

That Table 5.1 be amended to show “Kennel” as Permitted with Conditions in A-1, I-1, and I-2 zoning districts, and as Conditional Use in A-2 and B-5 zoning districts and correct the cross reference to the applicable code section within Section 5.4.

That Table 5.1 be amended to show “Laboratory, dental or medical” as Permitted in B-2 zoning districts.

That Table 5.1 be amended to show “Laundromat” as Conditional Use in B-1 and B-4 zoning districts.

That Table 5.1 be amended to show “Life Care Communities” as Conditional Use in A-2 zoning districts.

That Table 5.1 be amended to show “Lodging—bed and breakfast home” as Conditional use in R-1A, B-1, B-2, B-3, and B-4 zoning districts.

That Table 5.1 be amended to show “Lodging—bed and breakfast inn” as Conditional use in R-1A and Permitted with Conditions in B-1, B-2, B-3, and B-4.

That Table 5.1 Table of Uses be amended to show “Lodging - hotel, motel, tourist home” as “Lodging – hotel, motel.”

That Table 5.1 be amended to show “Machinery, tools/construction equipment, limited sales and service” as Conditional Use in B-3 zoning districts.

That Table 5.1 be amended to show “Marine sales and service” as permitted in I-2 zoning districts.

That Table 5.1 be amended to show “Microbreweries” as Conditional Use in B-5 zoning districts.

That Table 5.1 be amended to show “Parking, surface” as Conditional Use in I-1 and I-2 zoning districts.

That Table 5.1 be amended to show “Pawn shop” as Conditional Use in B-3 and I-1 zoning districts and to cross reference to the applicable code section within Section 5.4.

That Table 5.1 be amended to show “Personal and professional services, excluding tattoo parlors” as Conditional Use in I-1 zoning districts.

That Table 5.1 be amended to show “Places of assembly not otherwise listed” as Conditional Use in B-1 and I-1 zoning districts.

That Table 5.1 be amended to show “Product wholesale” as Conditional Use in B-3 zoning districts.

That Table 5.1 be amended to show “Railroad maintenance yard” as Conditional Use in I-1 zoning districts.

That Table 5.1 be amended to show “Rehabilitation center, nursing care, assisted living, congregate care, palliative care, and hospice care” as Conditional Use in R-3 zoning districts and correct the cross reference to the applicable code section within Section 5.4.

That Table 5.1 be amended to show “Repair shop (small appliance, shoes, excluding engine)” as Conditional Use in B-1 and I-1 zoning districts.

That Table 5.1 be amended to show “Retail > 50,000 sq. ft.” as Conditional Use in I-1 zoning districts.

That Table 5.1 be amended to show “Satellite receiving systems” as Conditional Use in A-1, A-2 and B-5 zoning districts.

That Table 5.1 be amended to show “School, K-12” as Conditional Use in R-1A, R-1B, R-1C, R-2, and R-3 zoning districts.

That Table 5.1 be amended to show “School, trade” as Not Permitted in B-1 zoning districts.

That Table 5.1 be amended to show “School, university or college” as Conditional Use in I-1 and I-2 zoning districts.

That Table 5.1 be amended to show “Self-storage” as Permitted With Conditions in I-1 zoning districts and Conditional Use in I-2 zoning districts.

That Table 5.1 be amended to show “Shopping center, < 25,000 sq. ft.” as Conditional Use in B-4 zoning districts.

That Table 5.1 be amended to show “Shopping center, 25,000 – 75,000 sq. ft.” as Conditional Use in B-3 and B-4 zoning districts.

That Table 5.1 be amended to show “Shopping center, > 75,000 sq. ft.” as Conditional Use in B-4 zoning districts.

That Table 5.1 be amended to show “Silviculture – for profit and research related” as Permitted With Conditions in A-1 and A-2 zoning districts and to include a cross reference to newly established conditions.

That Table 5.1 be amended to show “Storage of junk, junk vehicles, salvage materials, and waste” as Conditional Use in A-2 zoning districts.

That Table 5.1 be amended to show “Tattoo Parlor” as Conditional Use in I-1 zoning districts.

That Table 5.1 be amended to show “Taxidermist” as Permitted in I-1 and I-2 zoning districts.

That Table 5.1 be amended to show “Theatre, outdoor” as Conditional Use in A-1, A-2, B-4, I-1, and I-2 zoning districts.

That Table 5.1 be amended to show “Veterinary clinic and hospital” as Conditional use in I-1

zoning districts.

That Table 5.1 be amended by changing the title of the use “Warehousing” to “Warehousing and Distribution” and be further amended to show as Conditional Use in B-3 zoning districts.

That Section 5.4.8.2 be amended to read: “Location: A Bed and Breakfast Home should be located in a property located within an existing local or National Register historic district, in a property listed in the National Register of Historic Places, a designated National Historic Landmark, or a property designated a Mississippi Landmark with the Mississippi Department of Archives and History. This requirement may be waived by the Planning Commission and City Council.”

That Section 5.4.26.1 “Home Occupations” be amended to read “A customary home occupation is a permitted accessory to any dwelling unit in accordance with the following requirements.” Remove “except manufactured housing”.

That Section 5.4.26.7 “Home Occupations” be amended to read “All exterior storage of cargo, equipment or other material shall be shielded from view at all times when such vehicle is located on a residential lot.” Remove the first sentence: “Not more than one home occupation related vehicle, excluding pick-up trucks, is permitted, which must be 20 feet or less in overall length and not more than seven feet in overall height and which must be parked off any public ROW behind the residence.”

That Section 5.4.26.10 “Home Occupations” be amended to read “Primary sale of goods on site in connection with such home occupation shall be that which is prepared, produced or grown on the premises.”

That Section 5.4.26.11 “Home Occupations” be amended to read “There shall be no retail, wholesale or warehousing activity on site other than that which is clearly incidental to the direct provision of service. Does not prohibit off-site or internet sales.”

That Section 5.4.26.16 “Home Occupations” be amended to read “Only one vehicle used primarily as a passenger vehicle will be permitted in connection with the conduct of the home occupation.”

That Section 5.4 be amended to include a new, additional Use Condition – “Glass Repair and Replacement” and read: “Site conditions shall be consistent with conditions set forth in Sec. 5.4.7 Automotive and Truck Repair, Maintenance, Rental and Sales.”

That Section 5.4 be amended to include a new, additional Use Condition – “Pawn Shop” and read “Conditional Uses approved in B-3 may not include check cashing agencies or businesses related to check cashing.”

That Section 5.4 be amended to include a new, additional Use Condition – “Silviculture” and read “All vegetation activities, including harvesting and site work, shall follow standards set forth in Section 9 Environmental Standards and receive a Land Disturbance Permit if applicable.”

That Section 12.2 Chart be amended to remove “Uses requiring Planning Commission Approval” and “Appeals” from “Quasi-Judicial Development Approvals” and add “Conditional Uses” and “Appeals” to “Legislative Development Approvals”.

That Section 12.3.3 “Uses Requiring Planning Commission Approval” be amended to read “Conditional Uses Approval”.

That Section 12.3.3 be amended to add a new subsection, 12.3.3.4 to read as “Reestablishment Restricted. A legal Conditional Use, as approved by the Governing Authority (City Council), when discontinued or abandoned, shall not be resumed. Discontinuance or abandonment shall be defined as: i) when land used for a legal conditional use ceases to be used in a bona fide matter or a period of six consecutive calendar months; ii) when a building designed or arranged for a Conditional Use ceases to be used in a bona fide matter as a legal nonconforming use for a continuous period of six consecutive

calendar months; iii) when a building designed or arranged for a conforming use shall cease to be used in a bona fide manner as a Conditional Use for a period of six consecutive calendar months.”

That Section 12.3.5.4 viii. Application Requirements for Legal Approval Procedures: Conditions” be amended to add after first sentence “Conditions may include but are not limited to parking location /design, site design, expiration of approval requiring renewal, intensity of use, occupancy, hours of operation, etc.”

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Land Development Code, Ordinance Number 3209, adopted February 21, 2017, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Councilmember _____, seconded by Council member _____, and was adopted by the following vote to-wit:

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Georgia-Pacific Consumer Operations, LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$7,378,819.27 or the amount approved by Mississippi Department of Revenue.
File Number: 2019-276
Minute Book #

Summary

Georgia-Pacific Consumer Operations, LLC has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$7,378,819.27.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the November 5, 2019 City Council meeting for consideration.

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Georgia-Pacific Consumer Operations LLC

PHYSICAL ADDRESS 1 W.L. Runnels Industrial Drive, Hattiesburg, MS 39401

TYPE OF INDUSTRY Consumer Products PRODUCT/SERVICE Foodservice Paper Goods

LOCATION - COUNTY Forrest CITY Hattiesburg

DATE OF COMPLETION See Exhibit A YEARS REQUESTED 10

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X

NEW JOBS 0 ESTIMATED PAYROLL 0

TRUE VALUE OF PROPERTY EXEMPTED See Exhibit A for Total Cost *Attach an itemized list of property to be exempted as Exhibit "A".

The applicant requests that the Board approve this application by an order entered in its official minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further requests that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Mississippi Department of Revenue, the Board enter a final order in its official minutes granting the exemption. The above information is true and correct as certified by the applicant.

This application is submitted on the 5 day of April, 2019.



Phyllis L. Thompson

Applicant (Name of Taxpayer)

By:

AS
Assistant Treasurer - Tax

Title:

ATTEST:

APPLICATION OF GEORGIA-PACIFIC CONSUMER OPERATIONS LLC
FOR EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN YEARS AS AUTHORIZED BY
§27-31-101, §27-31-105 et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

To the City Council (Governing Authority) of City of Hattiesburg, Forrest County, MISSISSIPPI:

1. **Georgia-Pacific Consumer Operations LLC (Applicant)** files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Board (Governing Authority) as follows:
2. Applicant is a Delaware Limited Liability Company, qualified to do business in Mississippi with manufacturing operations in the City of Hattiesburg and Forrest County.
3. Applicant is now operating as a paper products and consumer paper goods manufacturing type of industry within the City of Hattiesburg, Forrest County, Mississippi, which manufacturing facility is a bona fide expanded enterprise of public utility within the meaning of §27-31-101, §27-31-105 et seq., and related Sections of the Mississippi Code of 1972, as amended, and having made additions to or expansions of its facilities or properties or has replaced equipment used in connection with such enterprise, is eligible for the exemption granted by the above specific enumeration, namely manufacturing.
4. That the additions, expansions, and/or replacements of equipment was completed on the 31st day of December 2018, within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commence on said date.
5. That said exemption of the property described in "Exhibit A" should be granted for a period of 10 years from said date of completion.
6. That the true value of all property to be exempted is \$7,378,819.27, as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this City Council (governing authority) enter a finding that the Applicant's manufacturing facility is in fact an expanded enterprise of public utility which has made additions to or expansions of its facilities or has replaced equipment used in connection with such enterprise, and that the same was completed on the 31st^h day of December 2018, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except, School District ad valorem taxation, as provided by law, for a period of 10 years beginning on the 31st day of December 2018 and ending on the 31st day of December 2028, upon all property described in "Exhibit A" attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in Forrest County, Mississippi.

That the City Council (governing authority) approve this application by an order resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except School District ad valorem taxation, for a period of 10 years and forward the original and three certified copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue and upon approval of such Application by the said Mississippi Department of Revenue and certification of its approval, the Board (governing authority) will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 5 day of April, 2019



Georgia-Pacific Consumer Operations LLC
Applicant

By:


Assistant Treasurer - Tax

TITLE

ATTEST:



EXHIBIT A
EQUIPMENT AND OR BUILDING EXPANSION
PURCHASED AND INSTALLED IN 2018

SEE ATTACHED SHEET FOR ALL INFORMATION

Exhibit A--2018 Additions						
Application for Ad Valorem Tax Exemption						
Georgia-Pacific Consumer Operations LLC						
1 W.L. Runnels Industrial Drive, Hattiesburg, MS 39401						
Cat Description	Item	Base Description	Acq Year	Placed In Service Date	Cost	IP Description
Manufacturing M&E	676555	CASE CONVEYOR	2018	25-Jul	7,079.89	466-015-000205
Manufacturing M&E	676554	KAUFMAN PALLETIZER	2018	26-Jul	17,529.83	466-015-000205
Manufacturing M&E	673778	PLATE ROOM MONORAIL SYSTEM	2018	9-Feb	15,646.71	466-015-000206
Manufacturing M&E	673817	AIR COMPRESSOR	2018	30-Mar	209,075.16	466-015-000207
Manufacturing M&E	673779	LUWA FANS (7)	2018	30-Mar	36,562.50	466-015-000207
Manufacturing M&E	676553	LINE 39 CONVEYOR	2018	21-Sep	58,694.90	466-015-000207
Manufacturing M&E	678943	KAUFMAN PALLET LIFT CONVEYOR	2018	10-Oct	24,303.01	466-015-000207
Manufacturing M&E	669842	CASCASDE 18J CARTON CLAMP	2018	9-Jan	14,751.99	466-311-000206
Manufacturing M&E	669844	CASCASDE 55K SSFP CLAMP	2018	9-Jan	1,751.31	466-311-000206
Manufacturing M&E	669938	DEKA BATTERY 24-85-21 - IST 70	2018	9-Jan	31,756.00	466-311-000206
Manufacturing M&E	669841	HYSTER E50XN	2018	9-Jan	27,930.77	466-311-000206
Manufacturing M&E	669843	HYSTER E50XN	2018	9-Jan	26,912.56	466-311-000206
Manufacturing M&E	669937	INFINITY BATTERY CHARGER PEI-2	2018	9-Jan	18,278.53	466-311-000206
Manufacturing M&E	679120	ASPHALT PAVING NORTH SIDE MAIN	2018	26-Jan	472,997.68	466-311-000206
Manufacturing M&E	678333	BRETTING 4-LANE ELITE TWIN STA	2018	26-Jan	2,773,699.11	466-311-000206
Manufacturing M&E	669824	BRETTING DATE CODE PRINTER	2018	26-Jan	14,988.00	466-311-000206
Manufacturing M&E	669820	BRETTING EMBOSSEMENT ROLL	2018	26-Jan	30,442.38	466-311-000206
Manufacturing M&E	669823	BRETTING INFEED CONVEYOR	2018	26-Jan	70,055.00	466-311-000206
Manufacturing M&E	669821	BRETTING NAPKIN FOLDER SAFETY	2018	26-Jan	14,829.47	466-311-000206
Manufacturing M&E	669822	BRETTING PACK POLY WRAPPER	2018	26-Jan	536,740.00	466-311-000206
Manufacturing M&E	669839	CLARK SSX-16 3500 CAP. HANDLIN	2018	26-Jan	10,981.00	466-311-000206
Real Property	669935	CONCRETE FLOOR	2018	26-Jan	119,436.20	466-311-000206
Manufacturing M&E	678343	CONTROL PANEL PANELVIEW 1000 H	2018	26-Jan	165,440.94	466-311-000206
Manufacturing M&E	669840	ENERSYS 12-85G-7 BATTERY & CHA	2018	26-Jan	2,764.00	466-311-000206
Manufacturing M&E	669836	HYTROL CONVEYORS	2018	26-Jan	42,235.61	466-311-000206
Manufacturing M&E	669837	INFINITY CHAIN CONVEYOR 103 LI	2018	26-Jan	90,911.70	466-311-000206
Manufacturing M&E	678346	INFINITY G-10C POLY BAGGER	2018	26-Jan	470,841.57	466-311-000206
Manufacturing M&E	678336	KAUFMAN STRETCH WRAPPER	2018	26-Jan	201,736.26	466-311-000206
Manufacturing M&E	678337	KAUFMAN CASE CONVEYOR	2018	26-Jan	51,716.36	466-311-000206
Manufacturing M&E	678340	KAUFMAN INLINE DUAL LOAD STACK	2018	26-Jan	66,578.66	466-311-000206
Manufacturing M&E	678339	KAUFMAN PALLET CHAIN CONVEYOR	2018	26-Jan	109,232.37	466-311-000206
Manufacturing M&E	678345	KAUFMAN PALLETIZER FOUNDATIONS	2018	26-Jan	20,711.56	466-311-000206
Manufacturing M&E	678335	KAUFMAN ROBOT M410IC/185 FANUC	2018	26-Jan	321,524.35	466-311-000206
Manufacturing M&E	678334	KAUFMAN ROBOT R1000IB/80H- FAN	2018	26-Jan	172,536.85	466-311-000206
Manufacturing M&E	678341	KAUFMAN ROBOTIC LABELER - FANU	2018	26-Jan	82,916.03	466-311-000206
Manufacturing M&E	678342	KAUFMAN ROBOTS (4) LRMATE200ID	2018	26-Jan	320,333.00	466-311-000206
Manufacturing M&E	678338	KAUFMAN TIER FORMATION CONVEYO	2018	26-Jan	34,529.72	466-311-000206
Manufacturing M&E	678942	PEDESTRIAN RAILING	2018	26-Jan	19,409.53	466-311-000206
Manufacturing M&E	678344	SAFETY FENCING & INFEED/OUTFEE	2018	26-Jan	70,433.92	466-311-000206
Manufacturing M&E	669819	TRI-LOBE DEEP VACUUM BLOWER	2018	26-Jan	114,004.00	466-311-000206
Real Property	676552	DOCK DOORS	2018	10-Aug	244,524.32	466-311-000206
Real Property	678940	ASPHALT PAVING NORTH SIDE MAIN	2018	30-Nov	121,760.27	466-311-000206
Real Property	678941	DOCK DOORS	2018	30-Nov	120,236.25	466-311-000206
					\$7,378,819.27	

Position Statement of Tax Assessor**Trade Name of Applicant:** Georgia-Pacific Consumer Operations**Location:** 1 W L Runnels Industrial Dr **Parcel:** PPIN 7576**Type of Business:** Consumer Products**Finished Products:** Foodservice Paper Goods**State the Enumeration this Application Identifies with:** 27-31-105**Has this Enterprise Enjoyed an Application Previously?** YES**Under any other Trade Name?** YES**Any Other Location?** NO**Under Any Other Ownership?** YES**Number of Jobs:** 0 **Estimated Annual Payroll:** \$0.00**EXEMPTION TO BE ON:****LAND:** NO**VALUE:** **IMPROVEMENTS:** NO**VALUE:** **PERSONAL PROPERTY:****FURN & FIX.****VALUE:** **MACH & EQUIP.****VALUE:** \$7,378,819.27**INVENTORY****VALUE:** **RAW MATERIALS****VALUE:** **WORK IN PROGRESS****VALUE:** **Personal Property Total:** \$7,378,819.27**Exemption Total Value:** \$7,378,819.27**LAND AND IMPROVEMENTS:****Owner of Land:** SPG Holdings,LLC**Owner of Improvements:** Georgia-Pacific Consumer Operations**Date of Improvements:** **Completed:** **Expanded:** 12/31/2018**Any Prior Exemption:** YES**Years of Exemption Applied for:** 2019 **Through:** 2023**Applicant's Representative:** Chad Dillion **Phone:** 601-545-3400**Address:** 1 W L Runnels Dr, Hattiesburg, MS 39401**Investigated By:** Bryan Hunter**Comments:** First 5 years of 10 year exemption**Date:** 6-17-19**Tax Assessor:** Mary Ann PalmerMary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Georgia Pacific Consumer Operations. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, GEORGIA PACIFIC CONSUMER OPERATIONS .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Georgia Pacific on April 5, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Georgia Pacific, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Excel Injection Molding, Inc, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Excel Injection ,Inc, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Georgia Pacific, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 20127, with a total true value of \$7,378,819.27 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Green Bay Converting, Inc., for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$239,210.00 or the amount approved by Mississippi Department of Revenue.
File Number: 2019-277
Minute Book #

Summary

Green Bay Converting, Inc., has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$239,210.00.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the November 5, 2019 City Council meeting for consideration.

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE GREEN BAY CONVERTING, INC.
PHYSICAL ADDRESS 1400 JAMES STREET, HATTIESBURG, MS 39401
TYPE OF INDUSTRY MANUFACTURING PRODUCT/SERVICE TISSUE & TOWELS
LOCATION – COUNTY FORREST CITY HATTIESBURG
DATE OF COMPLETION 12/31/18 YEARS REQUESTED 10
NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X
NEW JOBS 0 (cumulative 90 F/T and 20 Temp) ESTIMATED PAYROLL \$4,218,000
TRUE VALUE OF PROPERTY EXEMPTED \$239,210
*Attach an itemized list of property to be exempted as Exhibit “A”.

The applicant request that the City Council approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission, the City Council enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.
This application is submitted on the 14th day of May, 2019.

GREEN BAY CONVERTING, INC.

Applicant (Name of Taxpayer)

By: _____

Title: CHIEF FINANCIAL OFFICER

ATTEST:



**APPLICATION OF GREEN BAY CONVERTING, INC
FOR EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, ET SEQ., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED.**

**TO THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI**

1. **GREEN BAY CONVERTING, INC.**, files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the City Council of Hattiesburg, Mississippi, hereinafter referred to as the “City Council” as follows:
2. Applicant, **Green Bay Converting, Inc.**, is a Wisconsin corporation authorized to do and doing business in the State of Mississippi, with offices located in-the City of Hattiesburg, Forrest County, Mississippi.
3. Applicant is now operating as a towel and tissue converter type of industry within the City of Hattiesburg, Forrest County, Mississippi, which manufacturing facility is a bona fide (new X expanded) enterprise of public utility within the meaning of Section 27-31-101, et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above mentioned section by specific enumeration, namely manufacturing.
4. That said expansion was completed on the 31st day of December 2018 within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commerce on said date.
5. That said enterprise continues to maintain approximately 90 cumulative F/T and 20 Temp jobs with an estimated annual payroll of \$4,218,000.

6. The said exemption of the tangible property described in Exhibit "A" should be granted for a period of ten years from December 31, 2018.
7. That the true value of all property to exempted is \$ 239,210 as shown in an itemized list attached hereto as Exhibit "A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that the City Council enter a finding that Applicant's manufacturing facility is in fact a (new X expanded) enterprise and that the same was completed on the 31st day of December, 2018, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except School District ad valorem taxation, as provided by law, for a period of ten years beginning on the 31st day of December, 2018, upon all of the tangible property described in Exhibit "A" attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in the City of Hattiesburg, Forrest County, Mississippi; and

That the City Council approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except School District ad valorem taxation, for a period of ten years and forward the original and three certified copies of this application and a certified transcript of such approval to the Mississippi State Tax commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the City Council will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 14th day of May, 2019.

GREEN BAY CONVERTING, INC.
Wisconsin Corporation

By: _____

STATE OF TEXAS
COUNTY OF DALLAS

PERSONALLY approved before me, the undersigned authority in and for said county and state, on this 14 day of May, 2019, within my jurisdiction, the within named **JOHN OLSEN**, who acknowledged that he is the Chief Financial Officer of **GREEN BAY CONVERTING, INC.**, a Wisconsin Corporation, that for and on the behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

(NOTARY PUBLIC)



EXHIBIT A
GREEN BAY CONVERTING, INC.
BUILDING IMPROVEMENTS & EQUIPMENT
PURCHASED 2018 EXPANSION

DATE	DESCRIPTION	AMOUNT
1/4/18	Carport	\$1,495
1/12/18	14' Wall	\$4,440
1/16/18	610 complete drop in assembly	\$21,133
3/8/18	Drain Line	\$2,100
3/8/18	Dock Doors	\$5,572
4/17/18	417 heat shrink tunnel Model T1822	\$2,500
4/24/18	Oil/Water separator	\$2,743
5/4/18	SRT 715B lines	\$20,298
6/8/18	690 walkie stacker	\$9,806
6/22/18	Bundler.	\$10,785
7/31/18	610 Folding Rolls	\$101,219
7/23/18	Yard Trailers	\$7,200
8/5/18	Laptop - Toughbook	\$1,122
8/10/18	660 trim chute project	\$1,350
8/15/18	417 40 amp circuit to texwrap	\$2,600
9/9/18	690 Blade	\$7,562
9/12/18	Air Compressor Room	\$31,950
9/18/18	610 Supply Main	\$2,255
11/15/18	Sprinkler system	\$3,080
TOTAL		\$239,210

Position Statement of Tax Assessor**Trade Name of Applicant:** Green Bay Converting, INC.**Location:** 1400 James St**Parcel:**PPIN 7578**Type of Business:** Manufacturing**Finished Products:** Tissue & Towels**State the Enumeration this Application Identifies with:**27-31-105**Has this Enterprise Enjoyed an Application Previously?**YES**Under any other Trade Name?**NO**Any Other Location?**NO**Under Any Other Ownership?**NO**Number of Jobs:** 110**Estimated Annual Payroll:**\$4,218,000.00**EXEMPTION TO BE ON:****LAND:** NO**VALUE:** **IMPROVEMENTS:** NO**VALUE:** **PERSONAL PROPERTY:****FURN & FIX.****VALUE:** **MACH & EQUIP.****VALUE:** \$239,210.00**INVENTORY****VALUE:** **RAW MATERIALS****VALUE:** **WORK IN PROGRESS****VALUE:** **Personal Property Total:**\$239,210.00**Exemption Total Value:**\$239,210.00**LAND AND IMPROVEMENTS:****Owner of Land:** Miss KC LLC**Owner of Improvements:** Miss KC LLC**Date of Improvements:****Completed:** **Expanded:** 12/31/2018**Any Prior Exemption:**YES**Years of Exemption Applied for:**2019**Through:**2023**Applicant's Representative:** John Olsen**Phone:** **Address:** 1400 James St., Hattiesburg, MS 39401**Investigated By:** Bryan Hunter**Comments:**First 5 years of 10-year exemption**Date:**6-17-19**Tax Assessor:**Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Green Bay Converting. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, GREEN BAY CONVERTING, INC .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Green Bay Converting, Inc on May 14, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Green Bay Converting, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Green Bay Converting, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Green Bay Converting, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Green Bay Converting, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$4,218,000.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Hybrid Plastics for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$90,000.00 or the amount approved by Mississippi Department of Revenue.
File Number: 2019-278
Minute Book #

Summary

Hybrid Plastics has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$90,000.00.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the November 5, 2019 City Council meeting for consideration.

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Hybrid Plastics, Inc.

PHYSICAL ADDRESS 55 W.L. Runnels Industrial Blvd., Hattiesburg, MS 39401

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Plastics and Polymers

LOCATION - COUNTY Forrest CITY Hattiesburg

DATE OF COMPLETION December 31, 2018 YEARS REQUESTED 10

NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X

NEW JOBS 1 ESTIMATED PAYROLL \$85,000.

TRUE VALUE OF PROPERTY EXEMPTED \$90,000 *Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 13th day of MAY, 2019.

Hybrid Plastics, Inc.

By: *Marion R. Blue* Applicant (Name of Taxpayer)
Title: Chief Executive Officer

ATTEST:



FILED

MAY 13 2019

CITY CLERK

BY _____
DEPUTY CLERK

**APPLICATION OF FOR EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF YEARS AS AUTHORIZED BY SECTION 27-31-101, et
seq., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

TO THE BOARD OF SUPERVISORS OF FORREST COUNTY, MISSISSIPPI

1. Hybrid Plastics, Inc. files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Board of Supervisors as follows:
2. Applicant, Hybrid Plastics, Inc. is a research and development corporation that is registered and authorized to conduct business in the State of Mississippi and is domiciled in the City of Hattiesburg, Forrest County, Mississippi.
3. Applicant is now operating as a plastics and polymer manufacturer within the City of Hattiesburg, Forrest County, Mississippi, which factory is a bona fide an expanded enterprise of research and development within the meaning of Section 27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above mentioned section by specific enumeration, namely authority Section 27-31-105, Mississippi Code Annotated (1972).
4. That said enterprise was completed on the 23rd day of January, 2018, within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commence on said date.
5. That said expansion provided approximately 1 new job with an estimated annual payroll of \$85,000.
6. That said exemption of the tangible property described in "Exhibit A" should be granted for a period of 10 years from said date of completion.
7. That the true value of all property to be exempted is Ninety Thousand Dollars (\$90,000), as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof

PRAYER

WHEREFORE, Applicant prays that this Board of Supervisors enter a finding that applicant's manufacturing facility is in fact an enterprise of research and development, and that the same was completed on the 23rd day of January, 2018, within the meaning of the applicable laws of Mississippi; and

That applicant be granted an exemption from ad valorem taxation except School District ad valorem taxation, as provided by law, for a period of years beginning on the 23rd day of January, 2018, upon all of the tangible property

HYBRID PLASTICS, INC.
MANUFACTURING EQUIPMENT
PURCHASED 2018 EXPANSION

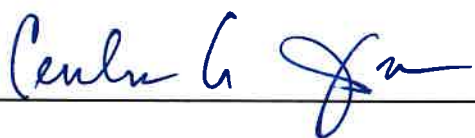
<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1/23/2018	Protherm 50-S Evaporator w/Accessories	\$90,000

Date: May 13, 2019

Hybrid Plastics' Application for Ad Valorem Tax Exemption was delivered to:

City of Hattiesburg
Hattiesburg, MS

Received on behalf of City of Hattiesburg by:



Delivered by Hybrid Plastics to Board of Supervisors by:



FILED

MAY 13 2019

BY 
CITY CLERK
DEPUTY CLERK

Position Statement of Tax Assessor

Trade Name of Applicant: Hybrid Plastics, Inc.

Location: 55 W L Runnels Industrial Blvd Parcel: PPIN 7577

Type of Business: Manufacturing

Finished Products: Plastics and Polymers

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? YES

Under any other Trade Name? NO

Any Other Location? NO

Under Any Other Ownership? NO

Number of Jobs: 1 Estimated Annual Payroll: \$85,000.00

EXEMPTION TO BE ON:

LAND: NO VALUE:

IMPROVEMENTS: NO VALUE:

PERSONAL PROPERTY:

FURN & FIX.	VALUE:	
MACH & EQUIP.	VALUE:	\$90,000.00
INVENTORY	VALUE:	
RAW MATERIALS	VALUE:	
WORK IN PROGRESS	VALUE:	

Personal Property Total: \$90,000.00

Exemption Total Value: \$90,000.00

LAND AND IMPROVEMENTS:

Owner of Land:

Owner of Improvements:

Date of Improvements: Completed: Expanded: 1/23/2018

Any Prior Exemption: YES

Years of Exemption Applied for: 2019 Through: 2023

Applicant's Representative: Dough Handshire Phone: 601-928-5380

Address: 55 W L Runnels Industrial Blvd, Hattiesburg,MS 39401

Investigated By: Bryan Hunter

Comments: Date of completion was 1/23/2018 missed first year. Only has nine years left.
First 5 years of exemption.

Date: 6-17-19 Tax Assessor: Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Hybrid Plastics. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, HYBRID PLASTICS.
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Hybrid Plastics May 13, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Hybrid Plastics, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Hybrid Plastics, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Hybrid Plastics, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Hybrid Plastics, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$90,000.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler Company for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$23,791,896.40 or the amount approved by Mississippi Department of Revenue.
File Number: 2019-279
Minute Book #

Summary

Kohler Company has applied for an ad valorem tax exemption for a period of twn (10 years, in a true value of \$23,791,896.40.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the November 5, 2019 City Council meeting for consideration.

**APPLICATION OF KOHLER CO.
FOR EXEMPTION FROM AD VALOREM TAXES FOR
A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI:

1. Kohler Co. (“**Kohler**”) files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Council as follows:

2. Applicant, Kohler, is a Wisconsin corporation, domiciled in Kohler, Wisconsin, qualified to do business in Mississippi, with manufacturing operations in the City of Hattiesburg, Forrest County, Mississippi.

3. Kohler is now operating as a small horsepower engine manufacturing industry within the City of Hattiesburg, Forrest County, Mississippi. Applicant is a bona fide manufacturing enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above-mentioned section by specific enumeration, namely as a manufacturing enterprise which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise within the meaning of Section 27-31-105 of the Mississippi Code of 1972, as amended.

4. That the additions, expansions and/or replacement of equipment of the enterprise were completed during the calendar year ending December 31, 2018, within the meaning of the applicable statutes of the State of Mississippi, and, therefore, the exemption hereby claimed should commence on December 31, 2018.

5. That said exemption of the property described in "Exhibit A" should be granted for a period of ten (10) years from said date of completion.

6. That the true value of all property to be exempted is \$23,791,896.40 as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Council enter a finding that Kohler is in fact a manufacturing enterprise of public utility which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise, and that the additions, expansions and/or replacement of equipment were completed during the calendar year ending December 31, 2018, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except State and School District ad valorem taxation, as provided by law, for a period of ten (10) years beginning on the 31st day of December, 2018, and ending on the 31st day of December, 2028, upon all of the property described in "Exhibit A" attached hereto and made a part hereof, used in, or necessary to the manufacturing operations of Kohler in the City of Hattiesburg, Forrest County, Mississippi; and

That this Council approve this Application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except State and School District ad valorem taxation, for a period of ten (10) years and forward the original and three certified copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue, and, upon approval of such Application by the said Mississippi Department of Revenue and certification of its approval, enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 7 day of May, 2019.

KOHLER CO.
Applicant

By: Edward J. Devine
Name: Edward J. Devine
Title: Vice President-Taxation, Kohler Co.

STATE OF WISCONSIN

COUNTY OF SHEBOYGAN

Personally appeared before me, the undersigned authority, Edward J. Devine, known to me to be the Vice President-Taxation of Kohler Co., who being first duly sworn upon his oath says the facts stated in the foregoing Application for Exemption from Ad Valorem Taxes are true and correct.

GIVEN under my hand and seal of office, this the 7 day of May, 2019.

Ronda Lewandowski
NOTARY PUBLIC

My Commission Expires:

3/7/22

Document prepared by:
Stephen M. Wilson
BRADLEY ARANT BOULT CUMMINGS LLP
188 E. Capitol Street, Suite 400
Jackson, MS 39201
MS Bar No. 9058

EXHIBIT A
Itemized List of Property to be Abated

See attached.

Kohler Co. ITEMIZED LIST OF PROPERTY TO BE ABATED		
DATE ACQUIRED	DESCRIPTION	COST
<i>COMPUTER EQUIPMENT</i>		
2018	24842-18965 THINKCENTRE M710S DESKTOP	769.24
2018	25943-20237 THINKCENTRE M710S DESKTOP	769.24
2018	25942-20236 THINKCENTRE M710S DESKTOP	769.24
2018	RITM 16215 THINKCENTRE M710S DESKTOP	781.23
2018	29473-24931 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24930 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24929 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24928 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24927 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24926 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24925 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24924 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24923 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24922 LENOVO THINKCENTRE M710S DESKTOP	772.5
2018	31128-27023 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028229 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028809 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028811 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028899 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028834 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028898 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028953 THINKCENTRE M710S DESKTOP	772.95
2018	RITM029794 THINKCENTRE M710S	772.96
2018	RITM029796 THINKCENTRE M710S DESKTOP	772.96
2018	RITM029795 THINKCENTRE M710S DESKTOP	772.96
2018	RITM029798 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030221 THINKCENTRE M710S DESKTOP	772.95
2018	THINKCENTRE M710T DESKTOP	1,566.76
2018	RITM030286 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030290 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030295 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030292 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030287 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030369 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030294 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030289 THINKCENTRE M710S DESKTOP	772.95
2018	ZEBRA PRINTER- 140Xi4 0663185-IN	4,064.90
2018	24850-18974 THINKCENTRE M710S DESKTOP	769.24
2018	24848-18972 THINKCENTRE M710S DESKTOP	769.24

2018	24843 18966 THINKCENTRE M710S DESKTOP	769.24
2018	93979-115875 DELL MOBILE PRECISION 5520 LAPTOP	2,789.99
2018	PF123JR9 THINKPAD L470 LAPTOP	930.15
2018	RITM028806 THINKPAD L470 LAPTOP	930.15
2018	RITM029792 THINKPAD L470 LAPTOP	930.15
2018	RITM029790 THINKPAD L470 LAPTOP	930.15
2018	RITM030285 THINKPAD L470 LAPTOP	930.15
2018	RITM030288 THINKPAD L470 LAPTOP	930.15
2018	MICROSOFT SURFACE PRO (5TH GEN) TABLET RITM036872	1,174.96
2018	DELL LATITUDE 5490 LAPTOP 11SW5S2	929.74
TOTAL COMPUTER EQUIPMENT		45,465.40

MACHINERY & EQUIPMENT

2018	VALVE LASH MACHINE (NEW)-MODULE 3	39,066.64
2018	225 V-BLOCKS&EOAT-5400SERIES MACH.RETOOL	24,512.25
2018	CONFINDANT-ASSY LINE CONVEYOR ADDITIONS	1,838.81
2018	TABLE TOP UNIT/WORK STATION #1	22,917.70
2018	TABLE TOP UNIT/WORK STATION #2	22,917.68
2018	RTV DISPENSING PUMP SYSTEM #1	5,819.39
2018	RTV DISPENSING PUMP SYSTEM #2	5,819.39
2018	FUJI RETOOL-MAIN BEARING PLATE FIXTURE	16,747.50
2018	5400 DC TOOLS	45,917.25
2018	(25) MANUAL PROCESS STATION	308,285.34
2018	OIL PAN MULTI-SPINDLE W/BOLT FEEDER SYST	311,007.27
2018	8 HEAD TORQUE MULTI-SPINDLE	228,124.46
2018	TEST STAND REFURBISH #1	23,429.47
2018	TEST STAND REFURBISH #2	23,429.47
2018	TEST STAND REFURBISH #3	23,429.47
2018	TEST STAND REFURBISH #4	23,429.47
2018	TEST STAND REFURBISH #5	23,429.47
2018	TEST STAND REFURBISH #6	23,429.47
2018	TEST STAND REFURBISH #7	23,429.47
2018	TEST STAND REFURBISH #8	23,429.31
2018	BREATHER REED ASSY RTV ROBOT	164,999.94
2018	TORQUE TO TURN LIFT STATION	119,149.67
2018	VALVE COVER/RTV & ASSY MACHINE	103,564.16
2016	VALVE COVER/RTV & ASSY MACHINE	28,723.83
2018	STUD DRIVERS DC TOOLS REFURBISH #1	3,099.01
2018	STUD DRIVERS DC TOOLS REFURBISH #2	3,098.96
2018	(11) SMP MTS25-175 AIR CYLINDER	4,404.02
2018	(11) GEN200HP INDUCTIVE SENSOR	7,236.95
2018	(11) BRACKETS & MODIFICATIONS	4,609.58
2018	KF4-20 TURNKEY MICROFINISHING MACHINE	416,711.90
2018	WORK PLATAFORMS F/CRANKCASE FINISH/CELL	6,587.77
2018	OIL FILL AND EVACUATION SYSTEM	116,047.07
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #1	3,736.68

2018	BALANCE SHAFT MACH/HOBGING FIXTURES #2	3,736.68
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #3	3,736.68
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #4	3,736.68
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #5	3,736.68
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #6	3,736.68
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #7	3,736.68
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #8	3,736.70
2018	DISTANCE C CASTING-FIXTURE GAGE	5,574.70
2018	OIL HOLE LOCATION-FIXTURE GAGE	8,025.00
2018	LEAK TESTER F/22 009 03 CP	17,926.00
2018	SERVO PRESS F/22 009 03 CP	39,355.89
2018	SCREW AUTO FEED SYSTEM F/22 009 03 CP	18,635.00
2018	AIR TORQUE TOOL W/BALANCE ARM	13,120.02
2018	CLOSURE PLATE 11 SPINDLE MACHINE-M2	56,547.64
2018	CRANKSHAFT GEAR PRESS	80,066.01
2018	CRANKCASE FINISH BORE FIXTURES #1	20,249.25
2018	CRANKCASE FINISH BORE FIXTURES #2	20,249.25
2018	(20) MATERIAL FLOW RACKS	24,743.59
2018	FLYWHEEL FLUX METER	3,834.00
2018	FLOW TESTER RETOOLING	3,760.20
2018	ACR WEIGHT TOOLING F/CAMSHAFT ASSY	4,902.99
2018	UNISIG MACHINE RETOOLING F/5400 SERIES	46,814.66
2018	PISTON MEASURING FIXTURE	12,657.00
2018	CRANKCASE NAGEL HONE FIXTURE	9,947.37
2018	STEEL SHIPPING PALLET MODIFICATIONS	54,365.27
2018	CRANKCASE FINISH BORE TOOLING	13,505.01
2018	CRANKCASE WORK PLATTAFORMS	20,532.50
2018	VALVE STEM SEAL PRESS	38,544.48
2018	RETOOL OF NAGEL LAPPER #31.	28,440.31
2018	GOVERNOR BORE AIR GAGING	15,571.71
2018	CRANKCASE MACHINING FIXTURE (CRS)	28,217.00
2018	ACRADYNE AES32020CQ INLINE DC TOOL #1	3,548.77
2018	ACRADYNE AES32020CQ INLINE DC TOOL #2	3,548.76
2018	MAIN TWIN LINE DC TOOL SYSTEM-502821	11,065.06
2018	FLEX LINE DC TOOL SYSTEM-502822	10,547.88
2018	SENTINEL I-28 LEAK TEST INSTRUMENT	10,627.05
2018	OIL PAN FIXTURE-EH #1	5,582.50
2018	OIL PAN FIXTURE-EH #2	5,582.50
2018	TAPPING SPINDLE F/CARGILL STATION 9	19,168.12
2018	18-D125-17 DEKA BATTERY #1	5,907.47
2018	18-D125-17 DEKA BATTERY #2	5,907.47
2018	18-D125-17 DEKA BATTERY #3	5,907.47
2018	18-D125-17 DEKA BATTERY #4	5,907.47
2018	18-D125-17 DEKA BATTERY #5	5,907.47
2018	18-D125-17 DEKA BATTERY #6	5,907.47
2018	18-D125-17 DEKA BATTERY #7	5,907.47
2018	18-D125-17 DEKA BATTERY #8	5,907.47

2018	18-D125-17 DEKA BATTERY #9	5,907.47
2018	18-D125-17 DEKA BATTERY #10	5,907.47
2018	(10) 18 CELL BWT WATERING KIT	3,627.30
2018	SENTINEL BLACKBELT PRO CUSTOM INSTRUMENT	23,233.28
2018	PF6000 CONTROLER W/ETV STR613010 TOOL #1	21,640.82
2018	PF6000 CONTROLER W/ETV STR613010 TOOL #2	21,640.81
2018	550 GALLON DUAL WALL FUEL TANK	2,202.00
2018	ROCKER PIVOT GREASE STATION	28,902.12
2000	TOYODA CRANKCASE FINISH BORE MACHINE #044	555,637.17
TOTAL MACHINERY & EQUIPMENT		3,599,749.29
FURNITURE & FIXTURES		
2018	(10) 24IN LCD VGA HDMI MONITOR T24I-10	3,297.63
2018	TIMING CAMERA F/MODULE 1	46,708.53
TOTAL FURNITURE & FIXTURES		50,006.16
MACHINE TOOLING		
2018	GOV GEAR INJ. MOLD INSERTS	3,734.50
2018	32 094 21-AIR CLEANER BASE	5,549.00
2018	12 032 03 OIL SEAL F/22 009 03 CP	5,148.91
2018	22 074 06-PISTON ASSY(BOHAI)	15,000.00
2018	22 462 02-CHECK VALVE TOOLING	20,716.59
2018	22 096 21-A/C COVER ASSY HOP	50,700.00
2018	22 083 08-A/C FILTER HOP	10,030.55
2018	22 068 01- MUFFLER	11,316.00
TOTAL MACHINE TOOLING		122,195.55
TOTAL PERSONAL PROPERTY		3,817,416.40
INVENTORY		
Raw Materials		14,322,287.00
Work-in-Process		5,652,193.00
TOTAL INVENTORY		19,974,480.00

Stephen M. Wilson

Partner
swilson@bradley.com
601.592.9957 direct



May 13, 2019

VIA FEDERAL EXPRESS

Kermas Eaton
City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Re: Kohler Co. 2018 Ad Valorem Tax Exemption Application

Dear Mr. Eaton:

Enclosed are three (3) original applications wherein Kohler Co. requests the Board of Supervisors of Forrest County to grant an exemption from ad valorem taxes for the property listed in the application pursuant to Miss. Code Ann. § 27-31-105.

I would appreciate the Board's review of this Application at its earliest convenience. Once approved by the Board, please forward one original and three certified copies of the Application to the Mississippi Department of Revenue in Jackson for its approval.

Please call me at (601) 592-9957 if you have any questions relating to this request.

Sincerely,

A handwritten signature in black ink, appearing to read "S.M. Wilson", written over a printed name and title.

Stephen M. Wilson
Partner

SMW/kt

Enclosures

cc: Randy Pope, Attorney for City of Hattiesburg
Mary Ann Palmer, Forrest County Tax Assessor's Office
Edward J. Devine, Kohler Co., Vice President-Taxation

4840-4169-7175.1

Position Statement of Tax AssessorTrade Name of Applicant: Kohler Co.Location: 182 J M Tatum Industrial Dr Parcel: PPIN 7591Type of Business: ManufacturingFinished Products: Small EnginesState the Enumeration this Application Identifies with: 27-31-101Has this Enterprise Enjoyed an Application Previously? YESUnder any other Trade Name? NOAny Other Location? NOUnder Any Other Ownership? NO

Number of Jobs: _____ Estimated Annual Payroll: _____

EXEMPTION TO BE ON:LAND: NO VALUE: _____IMPROVEMENTS: NO VALUE: _____**PERSONAL PROPERTY:**

FURN & FIX.	VALUE:	<u>\$95,471.56</u>
MACH & EQUIP.	VALUE:	<u>\$3,721,944.84</u>
INVENTORY	VALUE:	_____
RAW MATERIALS	VALUE:	<u>\$14,322,287.00</u>
WORK IN PROGRESS	VALUE:	<u>\$5,652,193.00</u>

Personal Property Total: \$23,791,896.40Exemption Total Value: \$23,791,896.40**LAND AND IMPROVEMENTS:**Owner of Land: Kohler CompanyOwner of Improvements: Kohler CompanyDate of Improvements: _____ Completed: _____ Expanded: 12/31/2018Any Prior Exemption: YESYears of Exemption Applied for: 2019 Through: 2028Applicant's Representative: Steve Wilson Phone: 601-948-8000Address: 188 E Capitol Street, Suite 400 Jackson, MS 39201Investigated By: Bryan HunterComments: 10 year exemptionDate: 06/18/19Tax Assessor: Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Kohler Co. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, KOHLER COMPANY.
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Kohler Company on May 13, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Kohler Company, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Kohler Company, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Kohler Company, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Kohler Company, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$23,791,896.40 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Resinall Corporation for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$6,939,951.67 or the amount approved by Mississippi Department of Revenue.

File Number: 2019-280
Minute Book #

Summary

Resinall Corporation has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$6,939,951.67.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the November 5, 2019 City Council meeting for consideration.

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Resinall Corp

PHYSICAL ADDRESS 102 Dixie Pine Road, Hattiesburg, MS 39401

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Industrial - Resin Products

LOCATION - COUNTY Forrest CITY Hattiesburg

DATE OF COMPLETION 12/31/2018 YEARS REQUESTED 10

NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X

NEW JOBS 0 ESTIMATED PAYROLL 111 Jobs - \$ 6,610,305.44

TRUE VALUE OF PROPERTY EXEMPTED 6,939,951.67

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.

This application is submitted on the 16th day of May, 20 19.

Resinall Corp

Applicant (Name of Taxpayer)

By:

Suzanne Perkins

Title:

Suzanne Perkins Vice President - Tax

ATTEST:

APPLICATION FOR AD VALOREM EXEMPTION
EXHIBIT A

ASSET #	ASSET	CATEGORY	ACT DATE	ACT VALUE
2227	PLANT DOORS	BUILDINGS	10/1/2018	11,700.00
2225	VITEC INFRARED SECURITY CAMERAS	COMPUTER EQUIPMENT	9/14/2018	4,534.66
2202	CLAUS 600 GAS CHROMATOGRAPH	LAB EQUIPMENT	5/3/2018	15,994.23
2203	CLAUS 600 GAS CHROMATOGRAPH	LAB EQUIPMENT	5/3/2018	17,864.27
2209	PARR MODEL 4848 REACTOR	LAB EQUIPMENT	6/5/2018	5,589.66
205	TRANSMITTERS	MACHINES & EQUIPMENT	1/2/2018	5,857.38
204	EXPANSION JOINTS	MACHINES & EQUIPMENT	1/23/2018	27,851.00
207	HI PRESSURE VALVES	MACHINES & EQUIPMENT	2/5/2018	28,536.00
208	DESIGN DRAWINGS	MACHINES & EQUIPMENT	2/12/2018	29,840.00
209	HEAT EXCHANGER	MACHINES & EQUIPMENT	2/23/2018	41,474.00
206	ZCELTERM 600	MACHINES & EQUIPMENT	2/23/2018	34,825.00
210	SEAL FACE HOLDERS	MACHINES & EQUIPMENT	4/2/2018	8,825.88
211	PRESSURE TRANSMITTER	MACHINES & EQUIPMENT	5/10/2018	3,111.40
213	KB1 REPAIR KIT	MACHINES & EQUIPMENT	5/22/2018	25,898.08
212	SEAL FACES	MACHINES & EQUIPMENT	5/22/2018	6,490.04
214	FAB DRAWINGS	MACHINES & EQUIPMENT	5/25/2018	265,080.00
215	INTERFACE	MACHINES & EQUIPMENT	7/13/2018	3,520.00
216	BUCHER PUMP	MACHINES & EQUIPMENT	8/15/2018	3,432.75
217	O-RINGS	MACHINES & EQUIPMENT	8/30/2018	5,171.30
218	HYPULSE LSM FILTER PAY #2	MACHINES & EQUIPMENT	9/18/2018	353,440.00
220	INSULATE H-1 UNIT	MACHINES & EQUIPMENT	10/18/2018	20,398.51
221	XCELTERM 600	MACHINES & EQUIPMENT	10/20/2018	52,750.00
219	TRANSMITTER	MACHINES & EQUIPMENT	10/25/2018	4,325.65
222	HEAT EXCHANGER	MACHINES & EQUIPMENT	11/5/2018	51,100.00
223	INSULATE E-2455	MACHINES & EQUIPMENT	11/6/2018	1,735.00
226	H-1 INSULATION	MACHINES & EQUIPMENT	11/13/2018	9,860.00
225	PIPE IN NEW EXCHANGERS	MACHINES & EQUIPMENT	11/15/2018	83,086.50
227	INSTALLATION ADM HEAT EXCHANGER H-1 UI	MACHINES & EQUIPMENT	12/3/2018	26,562.88
228	HYPULSE L8M SYSTEM FILTER	MACHINES & EQUIPMENT	12/19/2018	265,080.00
2186	RUPTURE DISCS	MACHINES & EQUIPMENT	1/1/2018	4,650.00
2187	IRON GRATES	MACHINES & EQUIPMENT	1/9/2018	3,052.00
2188	3000 AMP AUTO TRANSFER SWITCH	MACHINES & EQUIPMENT	1/11/2018	51,750.00
2189	FLOWSERVE PUMP	MACHINES & EQUIPMENT	1/3/2018	6,891.58
2190	BOILER	MACHINES & EQUIPMENT	2/1/2018	1,856.25
2191	FLOWSERVE SEALS	MACHINES & EQUIPMENT	2/7/2018	2,006.30
2192	DP CELLS	MACHINES & EQUIPMENT	2/7/2018	6,904.29
2193	55 GALLON DRUMS	MACHINES & EQUIPMENT	2/12/2018	5,847.76
2194	CAST IRON GRATES	MACHINES & EQUIPMENT	3/1/2018	2,026.00
2195	MTH PUMP	MACHINES & EQUIPMENT	3/1/2018	3,440.14
2196	VALVE FOR KETTLES	MACHINES & EQUIPMENT	3/9/2018	1,905.00
2197	INSTALL TUBE CONVEYOR	MACHINES & EQUIPMENT	3/1/2018	3,815.59
2198	6" WARREN GATE VALVES	MACHINES & EQUIPMENT	4/17/2018	1,650.00
2199	FLANGED VORTEX FLOW METER	MACHINES & EQUIPMENT	4/20/2018	6,628.72
2200	DP CELLS	MACHINES & EQUIPMENT	4/27/2018	6,463.46
2201	55 GALLON DRUMS-AQUEOUS FOAM	MACHINES & EQUIPMENT	4/13/2018	5,049.00

APPLICATION FOR AD VALOREM EXEMPTION
EXHIBIT A

ASSET #	ASSET	CATEGORY	ACT DATE	ACT VALUE
2204	RAIL RESTORATION	MACHINES & EQUIPMENT	5/17/2018	19,965.00
2205	55 GALLON DRUMS-AQUEOUS FOAM	MACHINES & EQUIPMENT	6/1/2018	5,049.00
2206	AQUEOUS FILM FOAM	MACHINES & EQUIPMENT	6/1/2018	10,804.86
2207	TANK FARM STEAM TRAP	MACHINES & EQUIPMENT	6/4/2018	2,201.52
2208	VORTEX METERT	MACHINES & EQUIPMENT	6/25/2018	4,365.10
2210	HAND HELD RADIO	MACHINES & EQUIPMENT	7/1/2018	7,147.08
2211	DP CELLS	MACHINES & EQUIPMENT	7/1/2018	9,459.18
2212	3% AFF FOAM	MACHINES & EQUIPMENT	7/1/2018	16,207.29
2213	BOILER PARTS	MACHINES & EQUIPMENT	7/1/2018	1,800.71
2214	FVNR STARTER 25HP	MACHINES & EQUIPMENT	7/17/2018	5,273.01
2215	FVNR STARTER 10HP	MACHINES & EQUIPMENT	7/18/2018	4,372.45
2216	XP EXIT LIGHT	MACHINES & EQUIPMENT	8/9/2018	1,720.00
2217	SCALE WORK	MACHINES & EQUIPMENT	8/14/2018	1,819.00
2218	BUCKET TRAPS	MACHINES & EQUIPMENT	8/20/2018	3,350.00
2219	#3 STEAM BOILER BADGER M2000 METER	MACHINES & EQUIPMENT	8/3/2018	2,142.50
2220	#1 STEAM BOILER BADGER M2000 METER	MACHINES & EQUIPMENT	8/3/2018	2,592.50
2221	HOT OIL BOILER REBUILD	MACHINES & EQUIPMENT	8/16/2018	215,645.00
2222	PLATE STEEL & ANGLE IRON	MACHINES & EQUIPMENT	8/10/2018	2,567.14
2223	FLAKER BELT ROOF	MACHINES & EQUIPMENT	8/17/2018	11,902.50
2224	FABRICATE & INSTALL 4 DOORS	MACHINES & EQUIPMENT	9/1/2018	23,123.36
2226	WATER PUMP	MACHINES & EQUIPMENT	9/13/2018	4,201.04
2228	3000 AMP ATS INSTALLATION	MACHINES & EQUIPMENT	10/15/2018	41,400.00
2229	REPLACE 8" PIPING	MACHINES & EQUIPMENT	10/10/2018	30,150.00
2230	SCAFFOLDING	MACHINES & EQUIPMENT	10/18/2018	4,561.00
2231	HEAT STRIP FOR CONTROL ROOM	MACHINES & EQUIPMENT	11/19/2018	2,918.00
2232	CHILLER UNIT	MACHINES & EQUIPMENT	11/1/2018	59,425.00
2233	3% AFFF FOAM	MACHINES & EQUIPMENT	11/1/2018	15,147.00
2234	BALDOR MOTOR	MACHINES & EQUIPMENT	12/18/2018	1,923.58
2235	6' OSECO RUPTURE DISC	MACHINES & EQUIPMENT	12/18/2018	6,420.00
2236	CHROMALOX FLANGE IMMERSION HEATER	MACHINES & EQUIPMENT	12/19/2018	9,800.00
2237	FLOWSERVE SEAL	MACHINES & EQUIPMENT	12/27/2018	1,989.00
2238	EXPLOSION PROTECTION EQUIPMENT	MACHINES & EQUIPMENT	11/16/2018	22,017.50
	RAW MATERIALS AS OF 12/31/2018	INVENTORY - RAW MATERIALS	12/31/2018	4,133,404.10
	WORK IN PROCESS AS OF 12/31/2018	INVENTORY - WIP	12/31/2018	727,217.97
				6,939,951.67



An Ergon® Company

P.O. Box 1639
Jackson, MS
39215-1639 USA
601-933-3000
resinall.com

May 16, 2019

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

RE: Resinall Corp
Application for Ad Valorem Tax Exemption

Kermas Eaton:

Resinall Corp located at 102 Dixie Pine Road, Hattiesburg, MS, requests an exemption from ad valorem taxation under Mississippi Code Section 27-31-105 on the 2018 improvements to our Resinall plant. Resinall is a manufacturer of thermoplastic resins/polymers used as binders in a wide range of industrial applications including adhesive, tire, ink and specialty markets serving customers around the world.

Resinall continues to improve and upgrade the plant and we are asking the City to support Resinall Corp in our efforts by granting a 10-year exemption from ad valorem taxes for our 2018 upgrades. Enclosed is a detail listing of the assets for which we are requesting the exemption.

We appreciate your consideration for granting this ad valorem tax exemption on the Resinall Corp plant.

Sincerely,

RESINALL CORP


Suzanne Perkins
Vice President – Tax

C: Betty Carlisle, Forrest County

RECEIVED

MAY 21 2019

BY: _____

Position Statement of Tax Assessor**Trade Name of Applicant:** Resinall Corp**Location:** 102 Dixie Pine Road **Parcel:** PPIN 7580**Type of Business:** Manufacturing**Finished Products:** Industrial - Resin Products**State the Enumeration this Application Identifies with:** 27-31-105**Has this Enterprise Enjoyed an Application Previously?** YES**Under any other Trade Name?** NO**Any Other Location?** NO**Under Any Other Ownership?** NO**Number of Jobs:** 111 **Estimated Annual Payroll:** \$6,610,305.44**EXEMPTION TO BE ON:****LAND:** NO **VALUE:** **IMPROVEMENTS:** NO **VALUE:** **PERSONAL PROPERTY:**

FURN & FIX.	VALUE:	<u></u>
MACH & EQUIP.	VALUE:	<u>\$2,079,329.60</u>
INVENTORY	VALUE:	<u></u>
RAW MATERIALS	VALUE:	<u>\$4,133,404.10</u>
WORK IN PROGRESS	VALUE:	<u>\$727,217.97</u>

Personal Property Total: \$6,939,951.67**Exemption Total Value:** \$6,939,951.67**LAND AND IMPROVEMENTS:****Owner of Land:** Resinall Mississippi Inc**Owner of Improvements:** Resinall Mississippi Inc**Date of Improvements:** **Completed:** **Expanded:** 12/31/2018**Any Prior Exemption:** YES**Years of Exemption Applied for:** 2019 **Through:** 2023**Applicant's Representative:** Bill Zaccarelli **Phone:** 203-329-7100**Address:** 102 Dixie Pine Rd, Hattiesburg, MS 39401**Investigated By:** Bryan Hunter**Comments:** First 5 years of 10 year exemption**Date:** 6-17-19**Tax Assessor:** Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Resinall Corp. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, RESINALL CORP.
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Resinall Corp on May 21, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Resinall Corp , has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Resinall Corp, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Resinall Corp, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Kohler Company, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$6,939,951.67 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Sofidel America Corporation for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$353,211.32 or the amount approved by Mississippi Department of Revenue.
File Number: 2019-281
Minute Book #

Summary

Sofidel America has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$353,211.32.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the November 5, 2019 City Council meeting for consideration.

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE: SOFIDEL AMERICA CORP.

PHYSICAL ADDRESS: 176 W.L. RUNNELS INDUSTRIAL DRIVE, HATTIESBURG, MS 39401

TYPE OF INDUSTRY: MANUFACTURING PRODUCT/SERVICE: BATH TISSUE/KITCHEN TOWEL PAPER

LOCATION-COUNTY: FORREST CITY: HATTIESBURG

DATE OF COMPLETION: 12/31/2018 YEARS REQUESTED: YEAR THREE OF TEN

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) x _____

NEW JOBS 49-2018 (172 since inception) PAYROLL \$6,988,197 for 2018

TRUE VALUE OF PROPERTY EXEMPTED: \$ 353,211.32

** Attach an itemized list of property to be exempted as Exhibit "A".*

The applicant requests that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further requests that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 25th day of May, 2018.

SOFIDEL AMERICA CORP.

Applicant (Name of Taxpayer)

By: _____

Marcello Marzano

Title: Vice President

[illegible]

Position Statement of Tax AssessorTrade Name of Applicant: Sofidel America Corp.Location: 176 W L Runnels Industrial Dr. Parcel: PPIN 7571Type of Business: ManufacturingFinished Products: Bath Tissue/ Kitchen Towel PaperState the Enumeration this Application Identifies with: 27-31-105Has this Enterprise Enjoyed an Application Previously? YESUnder any other Trade Name? NOAny Other Location? NOUnder Any Other Ownership? NONumber of Jobs: 49 Estimated Annual Payroll: \$6,988,197.00**EXEMPTION TO BE ON:**LAND: NO VALUE: IMPROVEMENTS: NO VALUE: **PERSONAL PROPERTY:**

FURN & FIX.	VALUE:	<u></u>
MACH & EQUIP.	VALUE:	<u>\$353,211.32</u>
INVENTORY	VALUE:	<u></u>
RAW MATERIALS	VALUE:	<u></u>
WORK IN PROGRESS	VALUE:	<u></u>

Personal Property Total: \$353,211.32Exemption Total Value: \$353,211.32**LAND AND IMPROVEMENTS:**Owner of Land: Forrest CountyOwner of Improvements: Sofidel America CorpDate of Improvements: Completed: Expanded: 12/31/2018Any Prior Exemption: YESYears of Exemption Applied for: 2019 Through: 2026Applicant's Representative: Marcello Marzano Phone: Address: 176 W L Runnels Industrial Dr., Hattiesburg, MS 39401Investigated By: Bryan HunterComments: First 5 years of 10 year exemptionDate: 6-17-19Tax Assessor: Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Sofidel America Corp. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, SOFIDEL AMERICA CORP.
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Sofidel America Corp on May 25, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Sofidel America Corp , has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Sofidel America Corp, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Sofidel America Corp, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Sofidel America Corp, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$353,211.32 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Wis-Pak of Hattiesburg, LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$916,981.00 or the amount approved by Mississippi Department of Revenue.
File Number: 2019-282
Minute Book #

Summary

Wis-Pak of Hattiesburg, LLC has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$916,981.00.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the November 5, 2019 City Council meeting for consideration.

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Wis-Pak of Hattiesburg, LLC

PHYSICAL ADDRESS 2 WL Runnels Industrial Dr., Hattiesburg, MS 39401

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Beverages

LOCATION - COUNTY Forrest CITY Hattiesburg

DATE OF COMPLETION 12/31/18 YEARS REQUESTED 10

NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X

NEW JOBS 0 ESTIMATED PAYROLL 0

TRUE VALUE OF PROPERTY EXEMPTED 916,681 *Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 22 day of May, 20 19.

Wis-Pak of Hattiesburg, LLC

Applicant (Name of Taxpayer)

By: *L. P. [Signature]*
Title: Financial Analyst

ATTEST:

RECEIVED

MAY 29 2019

BY: _____

Wis-Pak of Hattiesburg, LLC
 Building & Land Improvements, Equipment Purchased: 2018 Expansion
 Attachment to Application for Ad Valorem Tax Exemption

Asset	Description of Item	Cost	Date
14012	Trench drain	33,906.16	4/15/2018
14013	CO2 meter, Promass E 500	13,318.14	4/15/2018
14014	Scissor jack	11,770.00	4/15/2018
14015	Floor scrubber	52,967.14	4/15/2018
14077	Cooler expansion	161,598.15	5/15/2018
14078	Surge suppressors & grounding	107,530.12	5/15/2018
14079	Truck scale	66,889.65	5/15/2018
14107	Racking	81,282.56	6/15/2018
14222	PC's Dell, back-ups for RO	8,088.35	11/15/2018
14016	Flow meters	45,878.00	4/15/2018
14173	Filler programming changes	48,571.82	8/15/2018
14174	Installation KHS filler mod	31,958.21	8/15/2018
14175	Filler, KHS mod	25,926.76	8/15/2018
14176	Labor, L3 rinser removal	7,994.82	8/15/2018
14017	Lift, pivot pro for BIB	10,556.00	4/15/2018
14196	Coder upgrade	3,894.37	9/15/2018
14108	Forklift	45,999.30	6/15/2018
14109	Forklift	45,999.30	6/15/2018
14110	Forklift	45,999.30	6/15/2018
14144	Battery	7,394.77	7/15/2018
14145	Battery	7,394.77	7/15/2018
14146	Battery	7,394.77	7/15/2018
14147	Battery	7,394.77	7/15/2018
14148	Battery	7,394.77	7/15/2018
14149	Battery	7,394.77	7/15/2018
14150	Battery	7,394.77	7/15/2018
14151	Battery	7,394.77	7/15/2018
14152	Battery	7,394.77	7/15/2018
TOTAL		916,681.08	

Position Statement of Tax Assessor**Trade Name of Applicant:** Wis-Pak of Hattiesburg, LLC**Location:** 2 W L Runnels Dr**Parcel:**PPIN 7579**Type of Business:** Manufacturing**Finished Products:** Beverages**State the Enumeration this Application Identifies with:**27-31-105**Has this Enterprise Enjoyed an Application Previously?**YES**Under any other Trade Name?**NO**Any Other Location?**NO**Under Any Other Ownership?**NO**Number of Jobs:** 0**Estimated Annual Payroll:**\$0.00**EXEMPTION TO BE ON:****LAND:** NO**VALUE:****IMPROVEMENTS:** NO**VALUE:****PERSONAL PROPERTY:****FURN & FIX.****VALUE:****MACH & EQUIP.****VALUE:**\$916,681.00**INVENTORY****VALUE:****RAW MATERIALS****VALUE:****WORK IN PROGRESS****VALUE:****Personal Property Total:**\$916,681.00**Exemption Total Value:**\$916,681.00**LAND AND IMPROVEMENTS:****Owner of Land:**Wis-Pak of Hattiesburg, LLC**Owner of Improvements:**Wis-Pak of Hattiesburg, LLC**Date of Improvements:****Completed:****Expanded:** 12/31/2018**Any Prior Exemption:**YES**Years of Exemption Applied for:**2019**Through:**2023**Applicant's Representative:****Phone:****Address:** 2 W L Runnels Industrial Dr., Hattiesburg, MS 39401**Investigated By:**Bryan Hunter**Comments:**First 5 years of 10 year exemption**Date:**6-17-19**Tax Assessor:**Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Wis-Pak of Hattiesburg. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, WIS-PAK OF HATTIESBURG.
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Wis-Pak of Hattiesburg on May 29, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Wis-Pak of Hattiesburg, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Wis-Pak of Hattiesburg, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Wis-Pak of Hattiesburg, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Wis-Pak of Hattiesburg, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$916,981.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Zeon Chemicals, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$249,823.00 or the amount approved by Mississippi Department of Revenue.
File Number: 2019-283
Minute Book #

Summary

Zeon Chemicals has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$249,823.00.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption

Please place this on the November 5, 2019 City Council meeting for consideration.

**APPLICATION OF ZEON CHEMICALS, L.P.
FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD
OF TEN YEARS AS AUTHORIZED BY SECTION 27-31-101, ET
SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED**

FILED

MAR 28 2019

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG,

MISSISSIPPI:

BY Carolyn H. Jones
CITY CLERK
DEPUTY CLERK

1. Zeon Chemicals, L.P. files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the Mayor and City Council of the City of Hattiesburg, Mississippi, hereinafter referred to as the "Mayor and City Council", as follows:

2. Applicant, Zeon Chemicals, L.P., is a limited partnership with offices and manufacturing facilities located in the city of Hattiesburg, Forrest County, Mississippi, and has been for more than ten (10) continuous years, which manufacturing facility primarily manufactures synthetic rubber.

3. Applicant is now operating as a manufacturing enterprise within the city of Hattiesburg, Forrest County, Mississippi, which manufacturing enterprise is a bona fide expanded enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by Section 27-31-105 of the Mississippi Code of 1972, as amended, by specific enumeration, namely the owner and operator of a manufacturing enterprise of public utility who has made additions to or expansions of the manufacturing facility and has replaced equipment and machinery used in connection with and necessary to the operation of such manufacturing enterprise.

4. Applicant is the owner of real property on which the Applicant's manufacturing enterprise is presently constructed and located and on which the additions to or expansions of the

manufacturing facility were also constructed and erected, and which is located at 1301 West Seventh Street in said city and county.

5. Additions were made to said enterprise in the year 2018 as shown on Exhibit A attached hereto and made a part hereof; and therefore, the exemption hereby claimed should commence as of December 31, 2018.

6. The Applicant employs approximately forty-two (42) employees in the city of Hattiesburg, Forrest County, Mississippi and has an annual payroll of approximately \$4,685,682.00. The additions and expansion by Applicant upgraded and rendered the manufacturing process more efficient and expedient and permitted Applicant to better serve its customers.

7. That said exemptions of the tangible property described in Exhibit A attached hereto should be granted for a period of ten (10) years from December 31, 2018.

8. That the original cost of all property comprising the addition and expansion that was completed in the year 2018 was \$287,106.00, as shown in an itemized list attached hereto as Exhibit A and made a part hereof for all purposes.

PRAYER

WHEREFORE, Applicant prays that the Mayor and City Council enter a finding that a portion of Applicant's manufacturing facility is an expanded enterprise of public utility and that said additional and expanded portion was completed in the year 2018, within the meaning of applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except school district ad valorem taxation, as provided by law, for a period of ten (10) years commencing December 31, 2018, upon all of the tangible property described in Exhibit A attached hereto and made a

part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in Forrest County, Mississippi; and

That the Mayor and City Council approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxation and state ad valorem taxation, for a period of ten (10) years and forward the original and three (3) certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Mayor and City Council will enter a final order on its minutes granting the exemption herein prayed.

RESPECTFULLY SUBMITTED this 27 day of March, A.D. 2019.

ZEON CHEMICALS, L.P.

By: GR Andrews

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said state and county, within my jurisdiction, GR Andrews who is Plant Controller for Zeon Chemicals, L.P., who acknowledged that She signed, executed and delivered the above and foregoing application on the day and year therein mentioned for and on behalf, in the name and as the act and deed of said Zeon Chemicals, L.P., ___ being first duly authorized so to do and who first by me being duly sworn, stated upon her oath that the facts contained in the above application are true and correct as therein stated.

GR Andrews

SWORN TO AND SUBSCRIBED BEFORE ME on this 27th day of March, A.D., 2019.



Kimberly Ann Napier
NOTARY PUBLIC
My commission expires: August 22, 2021

Mississippi Plant

287,106

Position Statement of Tax Assessor**Trade Name of Applicant:** Zeon Chemicals, L. P.**Location:** 1301 W 7th St **Parcel:** PPIN 7569**Type of Business:** Chemical Manufacturing**Finished Products:** Synthetic Rubber**State the Enumeration this Application Identifies with:** 27-31-105**Has this Enterprise Enjoyed an Application Previously?** YES**Under any other Trade Name?** NO**Any Other Location?** NO**Under Any Other Ownership?** NO**Number of Jobs:** _____ **Estimated Annual Payroll:** _____**EXEMPTION TO BE ON:****LAND:** NO **VALUE:** _____**IMPROVEMENTS:** NO **VALUE:** _____**PERSONAL PROPERTY:****FURN & FIX.** **VALUE:** \$11,855.00**MACH & EQUIP.** **VALUE:** \$237,968.00**INVENTORY** **VALUE:** _____**RAW MATERIALS** **VALUE:** _____**WORK IN PROGRESS** **VALUE:** _____**Personal Property Total:** \$249,823.00**Exemption Total Value:** \$249,823.00**LAND AND IMPROVEMENTS:****Owner of Land:** Zeon Chemicals, L.P.**Owner of Improvements:** Zeon Chemicals, L.P.**Date of Improvements:** _____ **Completed:** _____ **Expanded:** 12/31/2018**Any Prior Exemption:** YES**Years of Exemption Applied for:** 2019 **Through:** 2023**Applicant's Representative:** Guinn Andrews **Phone:** 601-583-6020**Address:** 1301 W 7th St Hattiesburg, MS 39401**Investigated By:** Bryan Hunter**Comments:** Vehicle on asset list did not qualify. First 5 years of 10 year exemption

Date: 6-17-19**Tax Assessor:** Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Zeon Chemicals. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, ZEON CHEMICALS .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Zeon Chemicals of Hattiesburg on May 28, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Zeon Chemicals, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Zeon Chemicals, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Zeon Chemicals, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Zeon Chemicals, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$249,823.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Western Container for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$3,140,205.00 or the amount approved by Mississippi Department of Revenue.
File Number: 2019-284
Minute Book #

Summary

Western Container has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$3,140,205.00.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the November 5, 2019 City Council meeting for consideration.

RECEIVED

MAY 31 2019

BY 

**APPLICATION OF WESTERN CONTAINER CORPORATION
FOR A 2018 ADDITIONS EXEMPTION FROM AD VALOREM
PROPERTY TAXES FOR THE 2018 ADDITIONS TO/
REPLACEMENTS AT ITS MANUFACTURING/WAREHOUSING
FACILITY, AS AUTHORIZED BY § 27-31-105(1), *INTER ALIA*,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

COMES NOW Western Container Corporation ("**Western**"), by and through Dale Hosack, its Chief Financial Officer, and files, in triplicate and under oath, this its written Application for exemption ("**2018 Additions Exemption**") from ad valorem property taxation ("**Taxes**") pursuant to § 27-31-105(1), *inter alia* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended ("**Code**"), and respectfully represents unto this Honorable Mayor and City Council (collectively "**Council**") of the City of Hattiesburg ("**City**"), State of Mississippi ("**State**"), as follows:

I.

Western is a Texas corporation which is duly qualified to do and is doing business in the City at its facility located at 110 W. L. Runnels Industrial Drive in the Forrest County Industrial Park ("**Facility**"), operating a manufacturing/warehousing enterprise.

II.

The Facility is used for the receipt, manufacture, handling, storage, warehousing, shipment, distribution, and wholesale sale for resale of injection and blow molded proprietary plastic containers and for the conducting and administration of the business of the Facility ("**Enterprise**").

III.

Under the terms of Section 2(A)(ii) of a certain "Resolution . . . on Behalf of the City of Hattiesburg, Mississippi . . . Declaring the Intention and Agreement of the Mayor and City Council of Such City to Grant Certain Ad Valorem Property Tax Exemptions . . . As Inducements for the Location By Western Container Corporation of Its New Industrial and Manufacturing Facility in Such City" ("**Intent Resolution**"), dated February 3, 1998, and on file and of record in the Minutes of the Council, the City declared its intention and agreement to grant future Additions Exemptions to Western because of the location of its Enterprise in the City.

IV.

Western completed certain additions to/replacements at the Facility in 2018 (collectively "**2018 Additions**"). The 2018 Additions consisted of certain machinery and equipment used by Western at the Facility.

V.

The 2018 Additions at the Facility contributed to an aggregate increase of Two Million Seven Hundred Fifty Thousand Nine Hundred Seventy Dollars and Zero Cents (\$2,750,970.00) in payroll over the original projections thereof in the Intent Resolution. Therefore, the 2018 Additions assisted both in the creation of additional payroll and in the retention of existing employment and payroll at the Facility, as well as in the creation and preservation of other ancillary jobs in the City (collectively "**City Jobs/Payroll**"), through which Western has already made and will continue to make a major contribution and commitment to the economic development of the City.

VI.

Western has been and will continue to be engaged in the Enterprise in the City within the meaning of, and as enumerated in, the Statutes, and the 2018 Additions constitute property used in connection with, and necessary to, the operation of such Enterprise of Western in the City and thus constitute additions to/replacements at a bona fide enterprise as described in an enumerated class of enterprises within the meaning of the Statutes and eligible for the 2018 Additions Exemption authorized by the Statutes and contemplated by the Intent Resolution.

VII.

The Statutes authorize and empower the Council, in its discretion and in addition to all other exemptions granted under the laws of the State, to grant the 2018 Additions Exemption from Taxes on tangible property which is located in the City and used in connection with, or necessary to, the operation of the enterprises described in the classes enumerated therein, specifically including manufacturing/warehousing enterprises, except that the 2018 Additions Exemption does not extend to Taxes on the products of such enterprises or to the Taxes on automobiles and trucks belonging to such enterprises and operating on or over the highways of this State (collectively "**Eligible Property**"), or to Taxes for school district purposes ("**School Taxes**") or to State Taxes (together with the School Taxes, collectively "**Excluded Taxes**"). Therefore, as authorized by the Statutes and as contemplated by the Intent Resolution, the 2018 Additions qualify as Eligible Property of Western used in connection with, or necessary to, the operation of the Enterprise of Western in the City and may, in the discretion of the Council, be exempt from all Taxes imposed thereon by the City, but specifically excepting the Excluded Taxes.

VIII.

The Eligible Property comprising the 2018 Additions used in connection with, or necessary to, the operation of Western's Enterprise, which is proposed to be exempted by the 2018 Additions Exemption and which does not include any products of Western or any automobiles and trucks of Western operating on or over the highways of this State, is described in Exhibit "VIII" attached hereto, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein. The aggregate true value of all the Eligible

Property proposed to be exempted is Three Million One Hundred Forty Thousand Two Hundred Five Dollars and Zero Cents (\$3,140,205.00), as itemized as required by the Statutes in Exhibit "VIII," with Western making both a significant capital investment in the City and a major contribution to the economic development of the City through the 2018 Additions to/at the Facility in the City (collectively with the City Jobs/Payroll, "**Economic Impact**").

IX.

The 2018 Additions were completed by December 31, 2018 ("**Commencement Date**"), and operation of the 2018 Additions was begun during 2018. The Statutes require that the Application for the 2018 Additions Exemption be filed by June 1st of the year immediately following the year of completion of the additions, *i.e.*, more particularly, June 1, 2019 for the 2018 Additions. Pursuant to the Statutes, this Application is being timely filed by June 1, 2019 in order for the 2018 Additions Exemption to be effective as of the Commencement Date for the 2018 Additions.

X.

The maximum term of the 2018 Additions Exemption under the Statutes is a period of ten (10) years ("**Term**") from the Commencement Date. Pursuant to the Statutes, Western hereby requests that the Council grant such 2018 Additions Exemption for the 2018 Additions for the Term, with such 2018 Additions Exemption for the 2018 Additions to begin with the Commencement Date and continue for the Term until December 31, 2028 ("**Termination Date**").

XI.

The Council is authorized and empowered by the provisions of the Statutes to grant the 2018 Additions Exemption to Western with respect to the 2018 Additions being used in the Enterprise located within the City.

XII.

The Enterprise provided additional new payroll and is presently providing, and should in the future continue to provide, employment and a payroll at the Facility in the City, and the Council should acknowledge Western's contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to Western such 2018 Additions Exemption for the Eligible Property comprising the 2018 Additions to/at the Facility for the Term.

XIII.

As a result of the Intent Resolution, the 2018 Additions Exemption available to Western under the laws of the State constituted an inducement to Western upon which it relied, and thus played a major role in, Western's decision both to locate the Enterprise in the City and to make the 2018 Additions to/at the Facility in the City, and sufficient consideration in the form of the Economic Impact and Western's reliance on such inducement, as well as certain other good and

valuable nonmonetary consideration (collectively "Consideration"), has been and will be received by the City from Western in order to support the granting of the 2018 Additions Exemption to Western.

XIV.

Therefore, pursuant to the provisions of the Statutes and the Intent Resolution, Western respectfully requests that the Council grant to Western the 2018 Additions Exemption from all such Taxes, excepting the Excluded Taxes, imposed by the City on the Eligible Property comprising the 2018 Additions.

WHEREFORE, PREMISES CONSIDERED, Western prays (i) that this Application be received, filed, reviewed and approved by the Area Development Partnership ("ADP"), as well as any and all other appropriate City authorities, and placed in line for consideration on the agenda of the appropriate Council meeting; and (ii) that, upon its approval of this Application, the Council will, in recognition of the above premises, the Intent Resolution, the recommendation of the ADP, and the Consideration, spread upon its Minutes an interim resolution which:

(A) Finds that the 2018 Additions to/at the Facility were in fact made to a bona fide enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a manufacturing/warehousing enterprise, and were completed in 2018 within the meaning of the Statutes;

(B) Finds that the Council recognizes and acknowledges that the 2018 Additions Exemption available to Western and contemplated by the Intent Resolution constituted an inducement to Western and thus played a major role in Western's decision to make the 2018 Additions to/at the Facility in the City;

(C) Finds further that Western is eligible for and, pursuant to the Intent Resolution, entitled to the 2018 Additions Exemption from all such Taxes imposed by the City on the 2018 Additions, excepting the Excluded Taxes, in an amount to be determined annually by the appropriate taxing authorities, as provided by State law, commencing with the Commencement Date, continuing for the Term, and ending on the Termination Date;

(D) Finds further that the financial ability, technical qualifications, and business experience of Western are such that the 2018 Additions to/at the Facility will promote the industrialization of the City and State, will supply employment to the citizens of the City and State, and will promote the development of the City and surrounding community; that the ADP and any and all other appropriate City authorities have reviewed and approved this Application of Western; and that the ADP has issued its advisory opinion to the Council recommending that the 2018 Additions Exemption requested by Western in this Application for its 2018 Additions should be granted;

(E) Approves conditionally this Application and conditionally grants the 2018 Additions Exemption for the 2018 Additions sought herein, beginning with the Commencement Date and continuing for the Term until the Termination Date, for the Eligible Property described in Exhibit “VIII” used in connection with, or necessary to, the operation of the Facility in the City, subject to the appropriate investigation, approval, and certification by the Ad Valorem Division of the Mississippi Department of Revenue (“DOR”);

(F) Finds that Exhibit “VIII” attached hereto contains an itemized listing of the true value of all Eligible Property to be exempted, as required by the Statutes;

(G) Directs that the original and three (3) certified copies of this filed Application and a certified transcript of such conditional approval by the Council of this Application, including a certified transcript of such interim resolution of approval thereof, be forwarded to the DOR within thirty (30) days of the date of the certified transcript of the interim resolution, in order for the DOR to investigate and determine that the Eligible Property is eligible for exemption under, and should be exempted in accordance with, the Statutes; and that a certified copy of this filed Application and a certified transcript of such approval by the Council of this Application, including such interim resolution of approval thereof, also be forwarded to the Tax Assessor of Forrest County (“Assessor”);

(H) Declares the intention and agreement of the Council, upon approval of this Application by the DOR and receipt by the City of the certificate of approval of the DOR, to enter a final order on its Minutes:

- (i) declaring that the Eligible Property is exempt under the 2018 Additions Exemption and establishing the Commencement Date, Term and Termination Date;
- (ii) actually and finally granting to Western the 2018 Additions Exemption herein applied for by Western for the 2018 Additions;
- (iii) requesting that the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to implement such 2018 Additions Exemption so granted, beginning with the Commencement Date and continuing for the Term and until the Termination Date thereof, including making appropriate notations on the tax rolls so that the Eligible Property will be treated as provided for in such final order and in the Statutes;
- (iv) directing the City Clerk to file one (1) copy of this Application and the interim resolution and final order approving this Application with the State Auditor of Public Accounts; and to file one (1) copy

of the final order approving this Application with the DOR and Assessor; and

- (v) directing the City Clerk to record the final order approving this Application in the Minutes of the Council in a book kept in the City Clerk's office for such purposes; and

(I) Directs the City Clerk to record this Application, together with the interim resolution, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes.

[NEXT PAGE IS SIGNATURE PAGE]

RESPECTFULLY SUBMITTED, on this the 22nd day of May, 2019.

Western Container Corporation

By: 
Dale Hosack
Its: Chief Financial Officer

Prepared by:
Butler Snow LLP
Attention: W. Eugene Magee
Ashley N. Wicks
1020 Highland Colony Parkway, Suite 1400
P. O. Box 6010
Ridgeland, MS 39158-6010
(601) 948-5711

[NEXT PAGE IS NOTARIZATION PAGE]

STATE OF TEXAS

COUNTY OF Fort Bend

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Dale Hosack, who, after being first duly sworn by me, on oath states that he is the Chief Financial Officer of Western Container Corporation and that, for and on behalf of said corporation, and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the day and year therein mentioned, after having first been duly authorized by said corporation so to do, and that the matters and things contained and set forth therein are true and correct as therein stated.



DALE HOSACK

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office this 22 day of May, 2019.





Notary Public

My Commission Expires:
10-10-2020

[NEXT PAGE IS EXHIBIT "VIII(A)"]

EXHIBIT “VIII(A)

2018 Additions of Western Container Corporation

See Asset List Attached as Exhibit "VIII(B)" for details:

Machinery and Equipment	<u>\$3,140,205.00</u>
Total	<u>\$3,140,205.00</u>

EXHIBIT “VIII(A)”

2018 Additions of Western Container Corporation

See Asset List Attached as Exhibit "VIII(B)" for details:

Machinery and Equipment	<u>\$3,140,205.00</u>
Total	<u>\$3,140,205.00</u>

Position Statement of Tax AssessorTrade Name of Applicant: Western ContainerLocation: 110 W L Runnels Dr Parcel: PPIN 7572Type of Business: Manufacturing / WarehousingFinished Products: Distribution/WholesaleState the Enumeration this Application Identifies with: 27-31-105Has this Enterprise Enjoyed an Application Previously? YesUnder any other Trade Name? NOAny Other Location? NOUnder Any Other Ownership? NO

Number of Jobs: _____ Estimated Annual Payroll: _____

EXEMPTION TO BE ON:LAND: NO VALUE: _____IMPROVEMENTS: NO VALUE: _____**PERSONAL PROPERTY:**

FURN & FIX. VALUE: _____

MACH & EQUIP. VALUE: \$3,140,205.00

INVENTORY VALUE: _____

RAW MATERIALS VALUE: _____

WORK IN PROGRESS VALUE: _____

Personal Property Total: \$3,140,205.00Exemption Total Value: \$3,140,205.00**LAND AND IMPROVEMENTS:**Owner of Land: Western Container CorporationOwner of Improvements: Western Container CorporationDate of Improvements: _____ Completed: _____ Expanded 12/31/2018Any Prior Exemption: YESYears of Exemption Applied for: 2019 Through: 2023Applicant's Representative: Dale Hosack Phone: 601-554-3500Address: 110 W L Runnels Dr., Hattiesburg, MS 39401Investigated By: Bryan HunterComments: First 5 years of 10 year exemptionDate: 6-17-19Tax Assessor: Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Western Container. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, WESTERN CONTAINER .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Western Container on May 31, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Western Container, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Western Container, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Western Container, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Western Container, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$3,140,205.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Merchants Company for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$1,397,486.85 or the amount approved by Mississippi Department of Revenue.
File Number: 2019-285
Minute Book #

Summary

Merchants Company has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$1,397,486.85.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the November 5, 2019 City Council meeting for consideration.

RECEIVED

MAY 31 2019

BY: 

APPLICATION OF THE MERCHANTS COMPANY
FOR A 2018 REPLACEMENTS EXEMPTION FROM AD VALOREM
PROPERTY TAXES FOR THE 2018 ADDITIONS TO/
REPLACEMENTS AT ITS REGIONAL HEADQUARTERS, AS AUTHORIZED BY
§ 27-31-105(1), *INTER ALIA*,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

COMES NOW THE MERCHANTS COMPANY ("Merchants"), by and through Kirstie Evans, its Corporate Controller, and files, in triplicate and under oath, this its written Application for exemption ("2018 Replacements Exemption") from ad valorem property taxation ("Taxes") pursuant to § 27-31-105(1), *inter alia* (collectively "Statutes"), of the Mississippi Code of 1972, as amended ("Code"), and respectfully represents unto this Honorable Mayor and City Council (collectively "Council") of the City of Hattiesburg ("City"), State of Mississippi ("State"), as follows:

I.

Merchants is a Mississippi corporation with offices in Georgia, Mississippi, South Carolina, and Alabama and conducting certain corporate headquarters functions, such as certain executive, administrative, operational, back-office and support functions at the corporate regional headquarters at 1100 Edwards Street, Hattiesburg, Mississippi 39401 ("Headquarters" or "Enterprise").

II.

On January 20, 2017, Headquarters therein were severely damaged by a tornado and a significant amount of the building and of the furniture and equipment was destroyed.

III.

Merchants completed certain additions to and replacements at the Headquarters in 2018 (collectively "2018 Replacements"). The 2018 Replacements constitute additions to and replacements at a bona fide corporate regional headquarters, as described in an enumerated class of enterprises within the meaning of the Statutes and eligible for the 2018 Replacements Exemption authorized by the Statutes or, more specifically, a corporate regional headquarters meeting certain minimum criteria established by the Mississippi Development Authority ("MDA").

IV.

The 2018 Replacements in the City, which are suitable for use by Merchants in its Headquarters, consisted of certain furniture/fixtures/equipment and computer equipment owned by Merchants and that certain leasehold improvements owned Merchants to a building owned by the City and leased by Merchants from the City under that certain Lease Agreement between Merchants and the City. Such furniture/fixtures/equipment, and computer equipment, and leasehold improvements owned by Merchants will be used by Merchants in the Headquarters.

V.

Merchants has been engaged in the business of operating, and continues to operate, the Headquarters as its corporate regional headquarters within the meaning of, and as enumerated in, the Statutes, using the 2018 Replacements in the form of certain furniture/fixtures/equipment, computer equipment of Applicants and the leasehold improvements. The 2018 Replacements are thus being used in connection with, and are necessary to, the operation of, such corporate regional headquarters of Merchants.

VI.

The Statutes authorize and empower the Council, in its discretion and in addition to all other exemptions granted under the laws of the State, to grant the 2018 Replacements Exemption from Taxes on tangible property which is located in the City and used in connection with, or necessary to, the operation of the enterprises described in the classes enumerated therein, specifically including regional headquarters, except that the 2018 Replacements Exemption does not extend to Taxes on the products of such enterprises or to the Taxes on automobiles and trucks belonging to such enterprises and operating on or over the highways of this State (collectively “**Eligible Property**”), or to Taxes for school district purposes (“**School Taxes**”) or to State Taxes (together with the School Taxes, collectively “**Excluded Taxes**”). Therefore, as authorized by the Statutes, the 2018 Replacements qualify as Eligible Property of Merchants used in connection with, or necessary to, the operation of the Enterprise of Merchants in the City and may, in the discretion of the Council, be exempt from all Taxes imposed thereon by the City, but specifically excepting the Excluded Taxes.

VII.

As of December 31, 2018, employment in the County was approximately Seventy-Three (73). The 2018 annual payroll in the County was approximately Four Million Seven Hundred Sixty-Three Thousand Two Hundred Nineteen Zero Cents (\$4,763,219.00). Therefore, the 2018 Replacements assisted in the retention of existing jobs in the City, as well as the preservation of other ancillary jobs in the City (collectively “**Jobs/Payroll**”), through which Merchants has made and will continue to make a major contribution and commitment to the economic development of the City.

VIII.

The Eligible Property of Merchants comprising the 2018 Replacements used in connection with, or necessary to, the operation of Merchants 's Enterprise, which is proposed to be exempted by the 2018 Replacements Exemption and which does not include any products of Merchants or any automobiles and trucks of Merchants operating on or over the highways of this State, is described in Exhibit "A" attached hereto, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein. The aggregate true value of all the Eligible Property proposed to be exempted is One Million Three Hundred Ninety-Seven Thousand Four Hundred Eighty-Six Dollars and Eighty-Five Cents (\$1,397,486.85), as itemized as required by the Statutes in Exhibit "A," with Merchants making both a significant capital investment in the City and a major contribution to the economic development of the City through the 2018 Replacements to/at the Headquarters in the City (collectively with the Jobs/Payroll, "**Economic Impact**").

IX.

The 2018 Replacements were completed by December 31, 2018 ("**Commencement Date**"), and operation of the 2018 Replacements was begun during 2018. The Statutes require that the Application for the 2018 Replacements Exemption be filed by June 1st of the year immediately following the year of completion of the additions, *i.e.*, more particularly, June 1, 2019 for the 2018 Replacements. Pursuant to the Statutes, this Application is being timely filed by June 1, 2019 in order for the 2018 Replacements Exemption to be effective as of the Commencement Date for the 2018 Replacements.

X.

The maximum term of the 2018 Replacements Exemption under the Statutes is a period of ten (10) years ("**Term**") from the Commencement Date. Pursuant to the Statutes, Merchants hereby requests that the Council grant such 2018 Replacements Exemption for the 2018 Replacements for the Term, with such 2018 Replacements Exemption for the 2018 Replacements to begin with the Commencement Date and continue for the Term until December 31, 2028 ("**Termination Date**").

XI.

The Council is authorized and empowered by the provisions of the Statutes to grant the 2018 Replacements Exemption to Merchants with respect to the 2018 Replacements being used in the Enterprise located within the City.

XII.

The Enterprise is presently contributing, and should in the future continue to contribute, employment and a payroll at the Headquarters in the City, and the Council should acknowledge

Merchants' contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to Merchants such 2018 Replacements Exemption for the Eligible Property comprising the 2018 Replacements to/at the Headquarters for the Term.

XIII.

Sufficient consideration in the form of the Economic Impact and Merchants' reliance on such inducement, as well as certain other good and valuable nonmonetary consideration (collectively "**Consideration**"), has been and will be received by the City from Merchants in order to support the granting of the 2018 Replacements Exemption to Merchants.

XIV.

Therefore, pursuant to the provisions of the Statutes, Merchants respectfully requests that the Council grant to Merchants the 2018 Replacements Exemption from all such Taxes, imposed by the City on the Eligible Property comprising the 2018 Replacements.

WHEREFORE, PREMISES CONSIDERED, Merchants prays (i) that this Application be received, filed, reviewed and approved by the Area Development Partnership ("**ADP**"), as well as any and all other appropriate City authorities, and placed in line for consideration on the agenda of the appropriate Council meeting; and (ii) that, upon its approval of this Application, the Council will, in recognition of the above premises, the recommendation of the ADP, and the Consideration, spread upon its Minutes an interim resolution which:

(A) Finds that the 2018 Replacements to/at the Headquarters were in fact made to a bona fide enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a regional headquarters enterprise, and were completed in 2018 within the meaning of the Statutes;

(B) Finds that the Council recognizes and acknowledges that the 2018 Replacements Exemption available to Merchants constituted an inducement to Merchants and thus played a major role in Merchants' decision to make the 2018 Replacements to/at the Headquarters in the City;

(C) Finds further that Merchants is eligible for and, entitled to the 2018 Replacements Exemption from all such Taxes imposed by the City on the 2018 Replacements, in an amount to be determined annually by the appropriate taxing authorities, as provided by State law, commencing with the Commencement Date, continuing for the Term, and ending on the Termination Date;

(D) Finds further that the financial ability, technical qualifications, and business experience of Merchants are such that the 2018 Replacements to/at the Headquarters will promote the industrialization of the City and State, will supply employment to the citizens of the City and State, and will promote the development of

the City and surrounding community; that the ADP and any and all other appropriate City authorities have reviewed and approved this Application of Merchants; and that the ADP has issued its advisory opinion to the Council recommending that the 2018 Replacements Exemption requested by Merchants in this Application for its 2018 Replacements should be granted;

(E) Approves conditionally this Application and conditionally grants the 2018 Replacements Exemption for the 2018 Replacements sought herein, beginning with the Commencement Date and continuing for the Term until the Termination Date, for the Eligible Property described in Exhibit "A" used in connection with, or necessary to, the operation of the Headquarters in the City, subject to the appropriate investigation, approval, and certification by the Ad Valorem Division of the Mississippi Department of Revenue ("**DOR**");

(F) Finds that Exhibit "A" attached hereto contains an itemized listing of the true value of all Eligible Property to be exempted, as required by the Statutes;

(G) Directs that the original and three (3) certified copies of this filed Application and a certified transcript of such conditional approval by the Council of this Application, including a certified transcript of such interim resolution of approval thereof, be forwarded to the DOR within thirty (30) days of the date of the certified transcript of the interim resolution, in order for the DOR to investigate and determine that the Eligible Property is eligible for exemption under, and should be exempted in accordance with, the Statutes; and that a certified copy of this filed Application and a certified transcript of such approval by the Council of this Application, including such interim resolution of approval thereof, also be forwarded to the Tax Assessor of Forrest County ("**Assessor**");

(H) Declares the intention and agreement of the Council, upon approval of this Application by the DOR and receipt by the City of the certificate of approval of the DOR, to enter a final order on its Minutes:

- (i) declaring that the Eligible Property is exempt under the 2018 Replacements Exemption and establishing the Commencement Date, Term and Termination Date;
- (ii) actually and finally granting to Merchants the 2018 Replacements Exemption herein applied for by Merchants for the 2018 Replacements;
- (iii) requesting that the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to implement such 2018 Replacements Exemption so granted, beginning with the Commencement Date and continuing for the Term and until the

Termination Date thereof, including making appropriate notations on the tax rolls so that the Eligible Property will be treated as provided for in such final order and in the Statutes;

- (iv) directing the City Clerk to file one (1) copy of this Application and the interim resolution and final order approving this Application with the State Auditor of Public Accounts; and to file one (1) copy of the final order approving this Application with the DOR and Assessor; and
- (v) directing the City Clerk to record the final order approving this Application in the Minutes of the Council in a book kept in the City Clerk's office for such purposes; and

(I) Directs the City Clerk to record this Application, together with the interim resolution, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes.

RESPECTFULLY SUBMITTED, on this the 27th day of May, 2019.

The Merchants Company

By:

Kirstie Evans

Kirstie Evans

Its:

Corporate Controller

Prepared by:
Butler Snow LLP
Attention: W. Eugene Magee
Ashley N. Wicks
1020 Highland Colony Parkway, Suite 1400
P. O. Box 6010
Ridgeland, MS 39158-6010
(601) 948-5711

[NEXT PAGE IS NOTARIZATION PAGE]

STATE OF MS
COUNTY OF Lamar

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Kirstie Evans who, after being first duly sworn by me, on oath states that she is the Corporate Controller of The Merchants Company and that, for and on behalf of said corporation, and as its act and deed, she signed, executed and delivered the above and foregoing Application both for the purposes and on the day and year therein mentioned, after having first been duly authorized by said corporation so to do, and that the matters and things contained and set forth therein are true and correct as therein stated.

Kirstie Evans
KIRSTIE EVANS

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office
this 24th day of May, 2019.



(NOTARIAL SEAL)

[Signature]
Notary Public

My Commission Expires:
Sept 9 2022

[NEXT PAGE IS EXHIBIT "A"]

EXHIBIT “A”

2018 Replacements of The Merchants Company

See Asset List Attached as Exhibit “A(1)” for details:

Furniture, Fixtures, Equipment, & Computer Equipment	\$ 305,616.99
Leasehold Improvements	<u>\$ 1,091,869.86</u>
Total	<u>\$ 1,397,486.85</u>

EXHIBIT A(1)				
Asset Depreciation Short Report - Merchants Company - September 30, 2019				
Asset A/C #3300 - Furn & Fix - G & A				
Date Acq.	Description	Meth/Life	Cost	
2/1/2018	New Corp office furniture/desk	SLP / 10	\$224,128.17	
2/1/2018	Corp office alarm system	SLP / 10	\$5,053.08	
2/1/2018	NEW CORP IT INSTALLATION	SLP / 10	\$27,522.25	
2/1/2018	new corp office sign	SLP / 10	\$7,032.30	
2/1/2018	new corp office parking lot	SLP / 10	\$33,485.00	
2/1/2018	New Corp Office acrylic panels	SLP / 20	\$8,396.19	
		Grand Totals	\$305,616.99	

Asset A/C # 4501 - Leasehold Imp - HBURG			
Date Acq.	Description	Meth/Life	Cost
2/1/2018	Corporate Office renovation-structure	SLP / 39	\$1,091,869.86
		Grand Totals	\$1,397,486.85

Position Statement of Tax Assessor**Trade Name of Applicant:** The Merchants Company**Location:** 1100 Edwards St, Hattiesburg MS **Parcel:** PPIN 7573**Type of Business:** Corporate Headquarters**Finished Products:** Executive, Administrative, Operational, and Support functions**State the Enumeration this Application Identifies with:** 27-31-105**Has this Enterprise Enjoyed an Application Previously?** NO**Under any other Trade Name?** NO**Any Other Location?** NO**Under Any Other Ownership?** NO**Number of Jobs:** _____ **Estimated Annual Payroll:** _____**EXEMPTION TO BE ON:****LAND:** NO **VALUE:** _____**IMPROVEMENTS:** YES **VALUE:** \$1,091,869.86**PERSONAL PROPERTY:****FURN & FIX.** **VALUE:** \$305,616.99**MACH & EQUIP.** **VALUE:** _____**INVENTORY** **VALUE:** _____**RAW MATERIALS** **VALUE:** _____**WORK IN PROGRESS** **VALUE:** _____**Personal Property Total:** \$305,616.99**Exemption Total Value:** \$1,397,486.85**LAND AND IMPROVEMENTS:****Owner of Land:** City of Hattiesburg**Owner of Improvements:** The Merchants Company**Date of Improvements:** _____ **Completed:** 12/31/2018 **Expanded:** _____**Any Prior Exemption:** NO**Years of Exemption Applied for:** 2019 **Through:** 2023**Applicant's Representative:** Kirstie Evans **Phone:** 601-583-4351**Address:** Merchants CO Grocery P.O. Box 1351 Hattiesburg, MS 39403**Investigated By:** Bryan Hunter**Comments:** First 5 years of 10 year exemption**Date:** 6-17-19**Tax Assessor:** Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Merchants Company. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, MERCHANTS COMPANY .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Merchants Company on May 31, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Merchants Company, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Merchants Company, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Merchants Company, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Western Container, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$1,397,486.85 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Mississippi Tank Company for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$160,211.45 or the amount approved by Mississippi Department of Revenue.
File Number: 2019-286
Minute Book #

Summary

Mississippi Tank Company has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$160,211.45.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the November 5, 2019 City Council meeting for consideration.

APPLICATION TO THE CITY COUNCIL
OF
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI
FOR EXEMPTION FROM
AD VALOREM TAXES

APPLICATION OF **MISSISSIPPI TANK COMPANY**
FOR EXEMPTION FROM
AD VALOREM TAXES FOR A PERIOD OF
10 YEARS AS AUTHORIZED BY
SECTION 27-31-105, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

TO THE HONORABLE CITY COUNCIL, CITY OF HATTIESBURG, FORREST COUNTY,
MISSISSIPPI:

Comes now *Mississippi Tank Company*, and files this its Application with copies in triplicate for exemption from ad valorem taxation, except school district taxes and the “mandated levies” described in Code Section 27-39-329 and respectfully represents unto the Honorable City Council, City of Hattiesburg, Forrest County, Mississippi as follows:

1. Applicant has negotiated in good faith with the City Council as to the ad valorem tax exemption authorized by Code Section 27-31-105 and related Code Sections.

2. Applicant, *Mississippi Tank Company*, is a Mississippi Corporation and domiciled in the City of Hattiesburg, Forrest County, Mississippi.

3. Applicant operates as a manufacturer of compressed gas tanks, transport trailers, pressure vessels, and steel storage tanks, in Forrest County, Mississippi, which industry is a bona fide expanded enterprise of “public utility” within the meaning of Section 27-31-105 et seq., and related Sections of the Mississippi Code of 1972, as amended, which has made additions to or expansions of its facilities or properties or replacement of equipment used in connection with or necessary to the operation of such enterprise.

4. The Applicant is therefore eligible for the exemption granted by Code Section 27-31-105 as a manufacturing enterprise described in Code Section 27-31-101.

5. The exemption prayed for in this Application is with regard to additions to, expansions of, or replacements with respect to Applicant’s said enterprise of “public utility” as enumerated in Code Section

27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for exemption, namely Mississippi Code Annotated Section 27-31-105, which expansions, additions, and replacements will promote the industrialization of Mississippi and will promote the development of the City of Hattiesburg, Forrest County, Mississippi.

6. Applicant has expanded and upgraded its facilities with additions and replacements during 2018. This Application relates to the additions and replacements (as listed in “Exhibit A” hereto) acquired as a result of such additions, expansions and replacements.

7. Applicant’s additions, expansions, and replacements, which are the subject of this Application, were completed within the meaning of the applicable statutes of the State of Mississippi on December 31, 2018. In accordance with the provisions of Code Section 27-31-105, the exemption hereby claimed should commence on the 1st day of January 2019.

8. The true value of all property to be exempted is \$ 160,211.45 as shown in the itemized list attached hereto as “Exhibit A” and made a part hereof.

9. The exemption from ad valorem taxation, except school district taxes and the “mandated levies”, on the tangible property described in “Exhibits A” should be granted for a ten (10) year period beginning on 1st day of January 2019, and ending on the 31st day of December, 2028.

PRAYER

WHEREFORE, Applicant prays that this City Council, City of Hattiesburg, Forrest County, Mississippi, enter a finding that the Applicant has negotiated in good faith with the City Council as to the requested exemption; the Applicant has in fact undertaken an addition to, expansion of, or replacement with respect to an enterprise of “public utility”; and that the additions, expansions, and replacements were completed on December 31, 2018, and that the Applicant be granted an exemption, under Code Section 27-31-105, from ad valorem taxation, except school district ad valorem taxes and the “mandated levies” described in Code Section 27-39-329, as provided by law, for a ten-year period beginning on January 1, 2019, for the items of tangible property used in, or necessary to the operation of the Applicant’s expanded enterprise in the County of Forrest, City of Hattiesburg, Mississippi and described in “Exhibit A” attached hereto; and

That this City Council, City of Hattiesburg, Mississippi, approve this Application by an Order of Resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation,

except school district ad valorem taxes and the “mandated levies”, for a period of ten (10) years and forward the original and three (3) copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue and that, upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the City Council, City of Hattiesburg, Forrest County, Mississippi, will enter a Final Order on its minutes granting the prayed for exemption and notify the County Tax Assessor of such exemption and obtain a certificate of the County Tax Assessor verifying the status of said property as non-taxable on the appropriate tax rolls.

Respectfully submitted, this the 17 day of April 2019.

APPLICANT:

MISSISSIPPI TANK COMPANY

By: Paul Monte
Vice President of Finance
Title

ATTEST: Judy Powell

MISSISSIPPI TANK COMPANY

3000 W. 7th Street
Hattiesburg, Mississippi

Additions/Expansions 2018
"EXHIBIT A"

Personal Property

1/31/2018	40' Container, VIN# 4133220 EC-390SS	3,210.00
1/31/2018	40' Container, VIN# 3044010 EC-715SS	5,885.00
1/31/2018	40' Container, VIN# 503079 EC-739S	3,210.00
1/31/2018	40' Container, VIN# 4409891 EC-754S	3,210.00
01/31/18	Omniscan MX2 Board (EQUG003D)	4,850.00
03/23/18	CNC Enomoto/Henning Torque Limiter	7,868.93
04/18/18	Nortek Scroll Compressor SN-RTD-3200 R3N0K40006	10,373.60
04/30/18	Sullier Oil & After Cooler Serial #V200S-200H	10,353.94
04/30/18	Sullier Model #7509A Fan SN-201012110062	11,202.06
04/15/18	Charpy Test Kit, Anvil & Striker and Specimen Support	4,712.28
06/01/18	Shearblades	3,472.44
07/13/18	Sub-Arc Welding System Cables/Leads	673.26
07/17/18	Sub-Arc Welding System Cables/Leads	2,753.14
07/20/18	Sub-Arc Welding System Cables/Leads	493.43
07/23/18	Die for 83.5" Heads	4,904.00
08/29/18	Fiber Optic Cable and Installation	8,805.03
08/14/18	Press Brake Die and Punch	1,052.88
08/27/18	Lincoln Electric Tandem Welding Bracket	7,804.80
09/30/18	Sub Arc Flux Recovery System	3,880.45
09/18/18	Welding Positioner SN 18050223	1,759.80
09/01/18	7" Vertical Grinder	1,179.14
10/16/2018	Bertsch Hydraulic Double Pinch Roll (serial # M-10550)	35,984.80
10/3/2018	Accupress Punch & Die	3,698.20
10/17/2018	Head Press Diagnostic	2,057.29
10/23/2018	Auto Welding Station	1,955.25
10/22/2018	Baileigh Band Saw, 220v	5,121.02
11/13/2018	X-ray Qualification Test Plate	3,126.70
11/14/2018	Manual Plasma Cutter	1,640.00
12/7/2018	Metabo KFM16-15F Beveler	4,974.01
TOTAL 2018:		<u>160,211.45</u>

RESOLUTION GRANTING EXEMPTION

FROM AD VALOREM TAXES

The City Council, City of Hattiesburg, Mississippi, this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to Mississippi Tank Company. The governing authority finds that the above named enterprise has submitted verification and documentation as to the authenticity and accuracy of the application in regard to the true value of the property to be exempted and the date of completion of said enterprise. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant, subject to approval and certification of the Mississippi Department of Revenue, ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2019, on the property described in the application with a total true value of \$ 160,211.45.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg, Mississippi for a period of 10 years as authorized by Section 27-31-101 et seq., Mississippi Code of 1972, as amended, on this the _____ day of _____, 2019.

Granting Authority

Name & Title

(SEAL)

Attest:

FINAL

RESOLUTION GRANTING EXEMPTION

FROM AD VALOREM TAXES

The City Council of City of Hattiesburg, Mississippi this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to Mississippi Tank Company.

The governing authority finds that the Mississippi Department of Revenue has certified that the applicant is eligible for exemption. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2019, and expiring December 31, 2023 on the property described in the application with a total true value of \$ 160,211.45.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg, Mississippi for a period of 10 years as authorized by Section 27-31-101 et seq., Mississippi Code of 1972, as amended, on this the _____ day of _____ 2019.

Granting Authority

Name & Title

(SEAL)

Attest:



April 19, 2019

City Council, City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: Mississippi Tank Company, Application for Ad Valorem Tax Exemption
Additions/Expansions 2018

Enclosed you will find for your review and consideration:

- Application for Ad Valorem Tax Exemption, and Exhibit "A" (original & 3 copies)
- Resolution Granting Exemption
- Final Resolution Granting Exemption

Please advise if we have omitted any information you may need.

Sincerely,



Christine Rollins for
Mississippi Tank Company
(601) 206-1433

Enclosures

cc: P. Martin, V.P. of Finance

Position Statement of Tax Assessor**Trade Name of Applicant:** Mississippi Tank Company**Location:** 3000 W 7th St **Parcel:** PPIN 7574**Type of Business:** Manufacture**Finished Products:** Compressed Gas Tanks**State the Enumeration this Application Identifies with:** 27-31-105**Has this Enterprise Enjoyed an Application Previously?** YES**Under any other Trade Name?** NO**Any Other Location?** NO**Under Any Other Ownership?** NO**Number of Jobs:** 0 **Estimated Annual Payroll:** \$0.00**EXEMPTION TO BE ON:****LAND:** NO **VALUE:** **IMPROVEMENTS:** NO **VALUE:** **PERSONAL PROPERTY:**

FURN & FIX.	VALUE:	<u></u>
MACH & EQUIP.	VALUE:	<u>\$160,211.45</u>
INVENTORY	VALUE:	<u></u>
RAW MATERIALS	VALUE:	<u></u>
WORK IN PROGRESS	VALUE:	<u></u>

Personal Property Total: \$160,211.45**Exemption Total Value:** \$160,211.45**LAND AND IMPROVEMENTS:****Owner of Land:** Mississippi Tank and Manufacturing Co.**Owner of Improvements:** Mississippi Tank Company**Date of Improvements:** **Completed:** **Expanded:** 12/31/2018**Any Prior Exemption:** YES**Years of Exemption Applied for:** 2019 **Through:** 2023**Applicant's Representative:** Chris Rollins **Phone:** 601-206-1433**Address:** 3000 W 7th St, Hattiesburg, MS 39401**Investigated By:** Bryan Hunter**Comments:** First 5 years of 10 year exemption**Date:** 6-17-19**Tax Assessor:** Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Mississippi Tank Company. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, MISSISSIPPI TANK COMPANY .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Mississippi Tank Company on April 19, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Mississippi Tank Company, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Mississippi Tank Company, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Mississippi Tank Company, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Mississippi Tank Company, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$160,211.45 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Mar-Jac Poultry MS LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$2,629,911.99 or the amount approved by Mississippi Department of Revenue.
File Number: 2019-287
Minute Book #

Summary

Mar-Jac Poultry MS, LLC has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$2,629,911.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the November 5, 2019 City Council meeting for consideration.

APPLICATION TO THE CITY COUNCIL
OF
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI

APPLICATION OF **MAR-JAC POULTRY MS LLC**
FOR EXEMPTION FROM
AD VALOREM TAXES FOR A PERIOD OF 10 YEARS AS AUTHORIZED BY
SECTION §27-31-105, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

TO THE HONORABLE CITY COUNCIL, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI:

Comes now **Mar-Jac Poultry MS LLC** (the "Applicant") and files this it's Application with copies in triplicate for exemption from ad valorem taxation, except school district taxes and the "mandated levies" described in Code Section §27-39-329 and respectfully represents unto the Honorable City Council, City of Hattiesburg, Forrest County, Mississippi as follows:

1. Applicants have negotiated in good faith with the City Council as to the ad valorem tax exemption authorized by Code Section §27-31-105 and related Code Sections.
2. Applicants are a Mississippi Corporation and domiciled in the City of Hattiesburg, Forrest County, Mississippi.
3. Applicants are now operating as an Integrated Poultry Producer in the City of Hattiesburg, Forrest County, Mississippi, which industry is a bona fide expanded enterprise of "public utility" within the meaning of Section §27-31-105 et seq., and related Sections of the Mississippi Code of 1972, as amended, which has made additions to or expansions of its facilities or properties or replacement of equipment used in connection with or necessary to the operation of such enterprise.
4. The Applicants are therefore eligible for the exemption granted by Code Section §27-31-105 as a manufacturing enterprise described in Code Section §27-31-101.
5. The exemption prayed for in this Application is with regard to additions to, expansions of, or replacements with respect to Applicant's said enterprise of "public utility" as enumerated in

Code Section §27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for exemption, namely Mississippi Code Annotated Section §27-31-105, which expansions, additions, and replacements will promote the industrialization of Mississippi, and will promote the development of the City of Hattiesburg, Forrest County, Mississippi.

6. Applicants have expanded and upgraded their facilities with additions and replacements during 2018. This Application relates to the additions and replacements (as listed in "Exhibit A" hereto) acquired as a result of such additions, expansions and replacements.

7. Applicants additions, expansions, and replacements, which are the subject of this Application, were completed within the meaning of the applicable statutes of the State of Mississippi on December 31, 2018. In accordance with the provisions of Code Section §27-31-105, the exemption hereby claimed should commence on the 1st day of January 2019.

8. The true value of all property to be exempted is approximately \$ 2,629,911.99 as shown in the itemized list attached hereto as "Exhibit A" and made a part hereof.

9. The exemption from ad valorem taxation, except school district taxes and the "mandated levies", on the tangible property described in "Exhibits A" should be granted for a ten (10) year period beginning on 1st day of January, 2019 and ending on the 31st day of December, 2028.

PRAYER

WHEREFORE, Applicants pray that this City Council, City of Hattiesburg, Forrest County, Mississippi, enter a finding that the Applicant has negotiated in good faith with the City Council as to the requested exemption; the Applicants have in fact undertaken an addition to, expansion of, or replacement with respect to an enterprise of "public utility"; and that the additions, expansions, and replacements were completed on December 31, 2018, and that the Applicants be granted an exemption, under Code Section §27-31-105, from ad valorem taxation, except school district ad valorem taxes and the "mandated levies" described in Code Section §27-39-329, as provided by law, for a ten-year period beginning on January 1, 2019, for the items of tangible property used in, or

necessary to the operation of the Applicants expanded enterprise in the County of Forrest, City of Hattiesburg, Mississippi and described in "Exhibit A" attached hereto; and

That this City Council, City of Hattiesburg, Mississippi, approve this Application by an Order of Resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxes and the "mandated levies", for a period of ten (10) years and forward the original and three (3) copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue and that, upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the City Council, City of Hattiesburg, Forrest County, Mississippi, will enter a Final Order on its minutes granting the prayed for exemption and notify the County Tax Assessor of such exemption and obtain a certificate of the County Tax Assessor verifying the status of said property as non-taxable on the appropriate tax rolls.

Respectfully submitted, this the 17th day of April 2019.

APPLICANT:

MAR-JAC POULTRY MS LLC

By: Kim Conway
Title: County Manager

ATTEST: Chollens

MAR-JAC POULTRY MS LLC
Hattiesburg Mississippi
Forrest County, City of Hattiesburg

EXHIBIT A
2018 ADDITION/EXPANSION

Tangible Personal Property Additions:

124-11	4/20/2018	CANTRELL WING SEGMENTERS (4)	341,614.84
124-12	4/20/2018	DEBONE CONE LINES (4)	706,731.26
124-15	2/6/2018	MAREL X-RAY MACHINES (3)	718,365.90
124-17	12/11/2018	MAREL BREAST/TENDER SIZERS (2)	531,050.88
124-18	11/12/2018	PAC-MAC BAGGING MACHINES (2)	292,364.00
001099	1/1/2018	ISHIDA SCALE SYSTEMS (2)	37,561.62
001100	2/5/2018	POLAR MASSAGER/TUMBLE MARINATOR (1)	<u>2,223.49</u>
Total 2018 Additions			2,629,911.99

RESOLUTION GRANTING EXEMPTION

FROM AD VALOREM TAXES

The City Council, City of Hattiesburg, Forrest County, Mississippi, this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to **Mar-lac Poultry MS LLC**. The governing authority finds that the above named enterprise has submitted verification and documentation as to the authenticity and accuracy of the application in regard to the true value of the property to be exempted and the date of completion of said enterprise. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section §27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant, subject to approval and certification of the Department of Revenue, ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2019, on the property described in the application with a total true value of \$ 2,629,911.99.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg, Mississippi for a period of 10 years as authorized by Section §27-31-101 et seq., Mississippi Code of 1972, as amended, on this the ____ day of _____, 20__.

Granting Authority

Name & Title

(SEAL)

Attest:

FINAL
RESOLUTION GRANTING EXEMPTION
FROM AD VALOREM TAXES

The City Council, City of Hattiesburg, Forrest County, Mississippi this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to **Mar-Jac Poultry MS LLC**.

The governing authority finds that the Department of Revenue has certified that the applicant is eligible for exemption. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section §27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2019, and expiring December 31, 2028, on the property described in the application with a total true value of \$2,629,911.99.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg Mississippi for a period of 10 years as authorized by Section §27-31-101 et seq., Mississippi Code of 1972, as amended, on this the ____ day of _____, 20__.

Granting Authority

Name & Title

(SEAL)

Attest:



April 19, 2019

City Council, City of Hattiesburg
c/o City Clerk
200 Forrest Street
Hattiesburg, Mississippi 39401

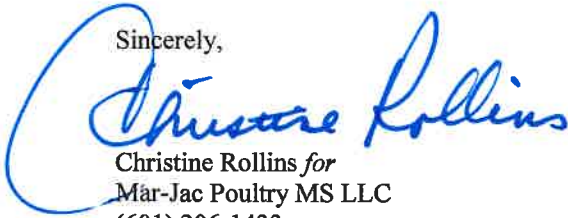
Re: Mar-Jac Poultry MS LLC, Application for Ad Valorem Tax Exemption for Expansion in 2018

Enclosed you will find for your review and consideration:

- Application for Ad Valorem Tax Exemption, with Exhibit "A" (original & 3 copies)
- Resolution Granting Exemption
- Final Resolution Granting Exemption

Please advise if we have omitted any information you may need.

Sincerely,



Christine Rollins for
Mar-Jac Poultry MS LLC
(601) 206-1433

Enclosures

cc: T. Pappa, VP, CFO

Position Statement of Tax Assessor

Trade Name of Applicant: Mar-Jac Poultry MS, LLC

Location: 1301 James St Parcel: PPIN 7575

Type of Business: Poultry Producer

Finished Products: Poultry

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? YES

Under any other Trade Name? YES

Any Other Location? NO

Under Any Other Ownership? YES

Number of Jobs: 0 Estimated Annual Payroll: \$0.00

EXEMPTION TO BE ON:

LAND: NO VALUE:

IMPROVEMENTS: NO VALUE:

PERSONAL PROPERTY:

FURN & FIX. VALUE: MACH & EQUIP. VALUE: \$2,629,911.99 INVENTORY VALUE: RAW MATERIALS VALUE: WORK IN PROGRESS VALUE:

Personal Property Total: \$2,629,911.99

Exemption Total Value: \$2,629,911.99

LAND AND IMPROVEMENTS:

Owner of Land: Forrest County

Owner of Improvements: Mar-Jac Poultry MS. LLC

Date of Improvements: Completed: Expanded: 12/31/2018

Any Prior Exemption: YES

Years of Exemption Applied for: 2019 Through: 2023

Applicant's Representative: Kim Conway Phone: 601-544-3141

Address: 1301 James St., Hattiesburg, MS 39401

Investigated By: Bryan Hunter

Comments: First 5 years of 10 year exemption

Date: 6-17-19

Tax Assessor: Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Mar-Jac. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, MAR-JAC .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Mar-Jac on April 19, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Mar-Jac, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Mar-Jac, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Mar-Jac, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Mar-Jac, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$2,629,911.99 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Darnelle Larremore

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Hattiesburg Farm, LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$47,592,512.00 or the amount approved by Mississippi Department of Revenue.
File Number: 2019-290
Minute Book #

Summary

Hattiesburg Farm, LLC has applied for an ad valorem tax exemption for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$47,592,512.00 or the amount approved by Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of the Ad Valorem Tax Exemption.

Please place this on the November 5, 2019 City Council meeting for consideration.

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Hattiesburg Farm, LLC. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, HATTIESBURG FARM, LLC
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Hattiesburg Farm, LLC, on March 15, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Hattiesburg Farm, LLC, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Hattiesburg Farm, LLC, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Hattiesburg Farm, LLC, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Hattiesburg Farm, LLC, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$47,592.512.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification

from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 05th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 05th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

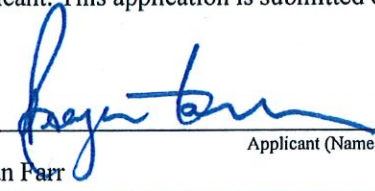
MAYOR

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Hattiesburg Farm, LLC
PHYSICAL ADDRESS 382 Bonhomie Road Hattiesburg, MS
TYPE OF INDUSTRY Solar PRODUCT/SERVICE Electricity
LOCATION - COUNTY Forrest CITY Hattiesburg
DATE OF COMPLETION 1/11/2019 YEARS REQUESTED 10
NEW (SECTION 27-31-101) X EXPANSION (SECTION 27-31-105) _____
NEW JOBS _____ ESTIMATED PAYROLL _____
TRUE VALUE OF PROPERTY EXEMPTED 47,592,512 *Attach an
itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 15th day of March, 2019.


Applicant (Name of Taxpayer)
By: Reagan Parr
Title: Chief Financial Officer

ATTEST:

FILED

JUN 03 2019

BY 
CITY CLERK
DEPUTY CLERK

EXHIBIT A

Page 2 of 2

Itemized list of Property to be exempted

	2017	2018 Total	
Interconnection	682,714	682,714	
Control Building	950,000	950,000	
Cap Bank	765,000	765,000	
Racking	8,881,687	8,881,687	
Inverters/Transformers	9,067,569	9,067,569	
Transformer (substation)	650,000	650,000	
Solar Modules	26,295,542	26,295,542	
Electrical Equipment	300,000	300,000	
Grading/Install/Electrical Comp.	6,022,850	(6,022,850)	0
			Grading expenses are real property and should not be included in tangible assessment
	<u>53,615,362</u>	<u>(6,022,850)</u>	<u>47,592,512</u>

Note: This project was built by our contractor with an "All-in" pricing contract. We were unable to obtain an itemized listing with costs of each piece of equipment.

Page 2 of this Exhibit is a listing of all equipment that make up the facility. We have indicated on the far right column of page 2 which category each item belongs to.

Additionally, we are including a thumb drive that contains a detailed listing of all of our Modules and Inverters with serial numbers for your reference.

HATTIESBURG MAJOR EQUIPMENT LIST

ITEM #	DESCRIPTION	MANUFACTURER	PART NUMBER	CONSTRUCTION QUANTITY	
1	MODULES, POLY, 340W	Hanwha	Q Plus L-G4.2 340	201,384	Solar Modules
2	2MW BLOCK, 1500V DC 1MW INVERTER & 2MVA TRANSFORMER (2x1MW)	GE	LV5-1520-SLR	24	Inverters/Transformers
3	1MW BLOCK, 1500V DC 1MW INVERTER & 1MVA TRANSFORMER (1x1MW)	GE	LV5-1510-SLR	3	Inverters/Transformers
4	COMBINER BOXES	SolarBOS		336	Electrical Equipment
5	METEOROLOGICAL STATION	GREEN POWER MONITORING	Lufft W5500	4	Electrical Equipment
6	EXTERIOR RACKS 2VX14	SCHLETTIER	FS UNO 2VX14 20" EXT	474	Racking
7	EXTERIOR RACKS 2VX28	SCHLETTIER	FS UNO 2VX28 20" EXT	1,815	Racking
8	INTERIOR RACKS 2VX14	SCHLETTIER	FS UNO 2VX14 20" INT	10	Racking
9	INTERIOR RACKS 2VX28	SCHLETTIER	FS UNO 2VX28 20" INT	1,427	Racking
10	SERVER	HP	Proliant DL Gen8 Server	2	Electrical Equipment
11	POWER PLANT CONTROLLER	MOXA	IA240-LX (X2)	1	Electrical Equipment
12	PYRANOMETER	Hukseflux	SR20	5	Electrical Equipment
13	TRANSFORMER 2000kVA, 34.5kV/550V	COMTRAFO		24	Inverters/Transformers
14	TRANSFORMER 1000kVA, 34.5kV/550V	COMTRAFO		3	Inverters/Transformers
15	SUBSTATION TRANSFORMER	ABB	34.5/115kV	1	Transformer (substation)
16	SWITCHGEAR	G&W	34.5 kV	2	Interconnection
17	BREAKER	SIEMENS	115kV, 1200A 52	1	Interconnection
18	DISCONNECT SWITCH	SOUTHERN STATES	115kV, 1200A 89	1	Interconnection
19	RELAY	SEL	311L	1	Interconnection
20	RELAY	SEL	551	1	Interconnection
21	RELAY	SEL	351S	2	Interconnection
22	RELAY	SEL	587	1	Interconnection
23	METER	JEMSTAR		1	Interconnection
24	METER	SATEC	P175E	1	Interconnection
25	DISCONNECT SWITCH	SOUTHERN STATES	34.5kV, 1200A 89	3	Interconnection
26	BREAKER	SIEMENS	34.5kV, 1200A 52	1	Interconnection
27	GANG OPERATED DISCONNECT SWITCH	SOUTHERN STATES	600A, 34.5 kV	1	Interconnection
28	GANG OPERATED DISCONNECT SWITCH	SOUTHERN STATES	900A, 34.5kV	1	Interconnection
29	CAP BANK	COOPER	1500 kVA	2	Cap Bank
30	BATTERY SYSTEM	ENERSYS		1	Interconnection
31	CONTROL BUILDING	VFP INC.		1	Control Building



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, November 5, 2019

Re: Adopt an Ordinance amending Ordinance #2931, adopted January 1, 2007, of the City of Hattiesburg, Mississippi; to amend Section 1 (D), Section 7 (C), Section 16, and Section 17; to establish definition of cigar bar, the areas where smoking is not regulated, to provide for impact analysis and to provide an effective date.

File Number: 2019-292

Minute Book #

Summary

Adopt an Ordinance amending Ordinance #2931, adopted January 1, 2007, of the City of Hattiesburg, Mississippi; to amend Section 1 (D), Section 7 (C), Section 16 and Section 17; to establish definition of cigar bar, the areas where smoking is not regulated, to provide for impact analysis and to provide an effective date.

Recommendation Statement

I recommend the adoption of said amended ordinance.

Please place this on the November 5, 2019 City Council meeting for consideration.

AN ORDINANCE AMENDING ORDINANCE NO. 2931, ADOPTED JANUARY 1, 2007, OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO AMEND SECTION 1 (D); SECTION 7 (C); SECTION 16; AND SECTION 17; TO ESTABLISH DEFINITION OF CIGAR BAR, THE AREAS WHERE SMOKING IS NOT REGULATED, TO PROVIDE FOR ECONOMIC IMPACT ANALYSIS AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS scientific studies have found that tobacco smoke is a major contributor to indoor air pollution;

WHEREAS scientific studies, including studies conducted by the Surgeon General of the United States, have concluded that (1) secondhand smoke exposure causes disease and premature death in children and adults who do not smoke; (2) children exposed to secondhand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory symptoms and slows lung growth in their children; (3) exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer; (4) there is no risk-free level of exposure to second hand smoke; (5) establishing smoke-free workplaces is the only effective way to ensure that secondhand smoke exposure does not occur in the workplace, because ventilation and other air cleaning technologies cannot completely control for exposure of nonsmokers to secondhand smoke; and (6) evidence from peer-reviewed studies shows that smoke-free policies and laws do not have an adverse economic impact on the hospitality industry. (U.S. Department of Health and Human Services. *The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General*. U. S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2006.); and

WHEREAS the Mayor and City Council find and declare that the purposes of this ordinance are to protect the public health and welfare of its citizens by prohibiting smoking in public places and places of employment;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

That Chapter 3 of the Code of Ordinances of the City of Hattiesburg, Mississippi, be and the same is hereby amended to establish a Smoking Ban, to read as follows:

SMOKING BAN

SECTION 1 – Definitions

The following words and phrases, whenever used in this Article, shall be construed as defined in this section:

- A. **Bars** means any premises where non-alcoholic or alcoholic beverages are sold or consumed, including but not limited to taverns, nightclubs, and cocktail lounges.
- B. **Business** means any sole proprietorship, partnership, joint venture, corporation or other business entity, formed either for non-profit or profit-making purposes, including retail establishments where goods or services are sold, as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered, and private clubs.
- C. **Childcare facility** means any state licensed childcare facility including but not limited to licensed family daycare or licensed group daycare centers, licensed day camps, certified school-age programs and Head Start programs.
- D. **Cigar Bar** means a bar, as defined in this section, legally in operation, that generates forty (40) percent or more of its total annual gross income from the on-site sale of premium cigars and the rental of humidors, not including sales from vending machines. A cigar bar does not permit the smoking of cigarettes or vaping and shall not knowingly sell to or permit entrance to any person less than 21 years of age. A cigar bar shall only operate in a stand-alone building. A cigar bar shall be equipped with ventilation equipment that provides for 8-10 air changes per hour or one (1) smoke eater ventilation unit per 500 square foot.
- E. **City buildings** means all City-owned and operated buildings and those portions of buildings leased and operated by the City.
- F. **Common areas of buildings** means all areas not part of a tenant's leased premises including but not limited to lobbies, community rooms, hallways, laundry rooms,

stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.

- G. **Employee** means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, including those full time, part-time, temporary or contracted from a third party; employee also means any person who serves as a volunteer for a business or nonprofit entity.
- H. **Employer** means any person, business, partnership, association, limited liability company, corporation, or other entity, including a public or non-profit entity that employs the services of one (1) or more individual persons.
- I. **Enclosed Area** means all space between a floor and a ceiling which is enclosed on all sides by solid walls or windows (exclusive of doors or passage ways) which extend from floor to ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, 'other landscaping' or similar structures.
- J. **Entrance** means a doorway and adjacent area which gives direct access to a building from a contiguous street, plaza, sidewalk or parking lot.
- K. **Health care facility** means an office or institution providing care or treatment of diseases, whether physical, mental or emotional, or other medical physiological, or psychological conditions, including but not limited to hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, wards within and entrances into health care facilities.
- L. **Hotel and motel** means any commercial establishment that offers rooms that contain a bed and toilet facilities to the general public for rent, that is not an apartment complex or home.
- M. **Mall** means an enclosed, indoor area containing common areas and discrete businesses primarily devoted to the retail sale of goods and services.
- N. **Place of employment** means an enclosed area controlled by the employer, which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias, hallways and vehicles. This also includes private offices, elevators, medical facilities, stairs, vehicles and all other enclosed facilities. A private residence is not a 'place of employment' within the meaning of this ordinance unless used as a childcare facility.
- O. **Private club** means facilities owned or operated by an association or corporation, which does not operate for pecuniary gain or may or may not have employees and which may sell alcoholic beverages incidental to its operation. Private Club may be (a.) non-regulated private club which means a private club that does not have employees, therefore is not a place of employment or (b.) regulated private club which means a private club that has employees, therefore is a place of employment. Affairs and management of the organization are conducted by a Board of Directors, Executive Committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted a Section 501 exemption from the payment of Federal Income Taxes as a Club under 26 U.S.C. Entry into and use of a private club is restricted to members only. When a private club is open to the public, it does not meet this definition. Private Club also means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion, thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain.
- P. **Private residence** means premises owned, rented or leased for temporary or permanent habitation.
- Q. **Public place** means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to banks, bars, educational facilities, health care facilities, hotel and motel lobbies, laundromats, parking garages, public parks, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters and waiting rooms. A private club is a "public place" when being used for a function to which the general public is invited. A private residence is not a "public place" unless it is used as a child care, adult day care, health care facility or bed and breakfast.

- R. **Restaurant** means an eating establishment including but not limited to coffee shops, cafeterias, sandwich stands, and private and public-school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term “restaurant” shall include a bar area within the restaurant.
- S. **Service line** means an indoor line in which one (1) or more persons are waiting for or receiving service of any kind, whether or not the services involve the exchange of money.
- T. **Smoking** means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, hookah, or other lighted tobacco product in any manner or in any form.
- U. **Sports arena or venue** means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and indoor ice rinks, bowling centers and other similar places where members of the general public assemble to participate in or to witness sports, cultural, recreational or other events.

SECTION 2 – Application of Article to City-Owned Facilities

All enclosed facilities, including buildings and vehicles owned, leased, or operated by the City of Hattiesburg, shall be subject to the provisions of this article.

SECTION 3 – Smoking Prohibited in Indoor Public Places

Except as otherwise provided, it shall be unlawful for any person to smoke in indoor public places, including but not limited to the following:

- A. Aquariums, galleries, libraries and museums
- B. Areas available to and customarily used by the general public in businesses and non-profit entities patronized by the public, including but not limited to, professional offices, banks, laundromats, and retail service establishments
- C. Bars
- D. Bingo facilities
- E. Child care facilities
- F. City buildings
- G. Common areas in bed and breakfast establishments, hotels and motels and common areas of buildings
- H. Convention facilities
- I. Educational facilities
- J. Elevators and enclosed stairwells
- K. Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance
- L. Health care facilities
- M. Hotels and motels
- N. Indoor shopping malls
- O. Lobbies, hallways and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes and other multiple-unit residential facilities
- P. Polling places
- Q. Non-regulated private clubs when being used for a function to which the general public is invited
- R. Public forms of transportation, including but not limited to motor buses, taxi cabs or other public passenger vehicles
- S. Public bus transfer point shelters, public places including parking garages and jails
- T. Retail stores
- U. Restaurants
- V. Restrooms, chambers, places of meeting or public assembly, including school buildings under the control of an agency, board, commission, committee or council of the City or a political subdivision of the State, to the extent the place is subject to the jurisdiction of the City
- W. Service lobbies, waiting areas, and the common areas open to the public of financial institutions businesses and professional offices, and multi-unit commercial facilities
- X. Sports arenas and venues
- Y. Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist or optician, or other medical services provider

SECTION 4 – Smoking Prohibited in Places of Employment

Smoking shall be prohibited in all enclosed facilities within places of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.

SECTION 5 – Smoking Prohibited in Certain Outdoor Areas

It shall be unlawful for any person to smoke in certain outdoor areas:

- A. Immediately preceding or blocking the entrance and/or exit of an area where smoking is prohibited.
- B. Covered outdoor areas of public places and places of employment that fifty percent (50%) or more of the perimeter of the outside is walled or otherwise closed to the outside.
- C. Seating areas of outdoor sports arenas and venues

SECTION 6 – Reasonable Distance

Smoking is prohibited within fifteen (15) feet of main public entrances to said enclosed areas of public places and places of employment. The main public entrances cannot serve as entrances or exits to outdoor areas where smoking is not regulated.

SECTION 7 – Where Smoking Not Regulated

The following areas shall not be subject to the smoking restrictions of this ordinance:

- A. Up to twenty percent (20%) of all rooms that are rented to guests in bed and breakfast facilities, hotel and motel rooms may be designated as smoking rooms. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this ordinance. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms.
- B. Private clubs that have no employees, except when being used for a function to which the general public is invited.
- C. Cigar bars, limited only to smoking of premium cigars.
- D. Private residences, except when used as a childcare, adult day care, health care facility or bed and breakfast lodges.
- E. Outdoor areas of public places and places of employment including restaurant patios, courtyards, balconies, porches, or other open air areas except those covered by the Reasonable Distance and Smoking Prohibited in Certain Outdoor Areas provisions of this ordinance.

SECTION 8 – Declaration of Establishment as Nonsmoking

Notwithstanding any other provision of this Article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of this ordinance is posted.

SECTION 9 – Signage

- A. Signs prohibiting smoking shall be posted conspicuously at all customer and employee entrances of the premises by the proprietor, employer or other person in charge of the building
- B. Signage shall include the international no smoking symbol and be no smaller than 4"x4".
- C. It shall be unlawful for any person to remove, deface, or destroy any sign required by this ordinance, or to smoke in the immediate area where any such sign is posted.

SECTION 10 – Proprietor's Responsibilities

- A. The proprietor, employer or other person in charge of premises regulated hereunder, upon either observing or being advised of a violation, shall advise the smoker of this ordinance and request that they extinguish their cigarette or tobacco product and refrain from smoking.
- B. The proprietor, employer or other person in charge of premises shall post signage as required by this ordinance.

- C. The proprietor, employer or other person in charge of premises shall not provide ashtrays in areas where smoking is prohibited. All ashtrays shall be removed from any area where smoking is prohibited by the Article by the owner, operator, manager or other person having control of the area.
- D. The proprietor, employer or other person in charge of premises shall communicate this prohibition on smoking to all existing employees by the effective date of this Article and to all future employees upon their hire. After communicating the provisions of this Article to employees, the proprietor, employer or other person in charge may have employees sign a statement acknowledging of such communication and place a copy of said statement in employee's employment folder.
- E. The proprietor, employer or other person in charge of premises shall be deemed in compliance of this Article if proprietor responsibilities listed above are met.

SECTION 11 – Enforcement

- A. The Chief of Police or his designee, the Fire Chief or his designee, or the designees of the Code Enforcement Department shall have the power, whenever they may deem it necessary, to enter upon the premises named in this ordinance to ascertain whether the premises are in compliance with this ordinance. Enforcement will be through issuance of a summons and complaint.
- B. Any person who desires to register a complaint under this ordinance may contact the Police Department or the Code Enforcement Office of the City of Hattiesburg.
- C. Notice of the provisions of this Article shall be given to all applicants for a business license in the City of Hattiesburg.
- D. The Health Department, Fire Department, or their designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this Article.

SECTION 12 – Violations and Penalties

Any person who violates any provision of this Article may be subject to:

- A. A fine not exceeding one hundred dollars (\$100) for a first violation.
- B. A fine not exceeding two hundred dollars (\$200) for a second violation.
- C. A fine not exceeding five hundred dollars (\$500) for the third and subsequent violations.
- D. The City Council shall suspend or revoke any business license, or permit issued by the City for three (3) or more violations of this ordinance involving the licensed premises within a twelve (12) month period.
- E. Violation of this Article is hereby declared to be a public nuisance, which may be abated by the Department of Health, Police Department, Fire Department, or Code Enforcement Department by restraining order, preliminary and permanent injunction, or other means provided for by law, and the City may take action to recover the costs of the nuisance abatement.
- F. Each day on which a violation of this Article occurs shall be considered a separate and distinct violation.

SECTION 13 – Non-retaliation; Non-waiver of Rights

- A. No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant or customer exercises any rights afforded by this Article or reports or attempts to prosecute a violation of this Article.
- B. An employee who works in a setting where an employer allows smoking does not waive or otherwise surrender any legal rights the employee may have against the employer or any other party.

SECTION 14 – Public Education

The City of Hattiesburg shall engage in a continuing program to explain and clarify the purposes and requirements of this ordinance to citizens affected by it, and to guide owners, operators, and managers in their compliance with it. The program may include publication of a brochure for affected businesses and individuals explaining the provisions of this ordinance.

SECTION 15 – Jurisdiction Clause

This ordinance shall be subject to all other governmental jurisdictions rules and regulations and laws pertaining to smoking.

- A. That all provisions of the ordinances of the City of Hattiesburg in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other provisions of the ordinances of the City of Hattiesburg not in conflict with the provisions of this ordinance shall remain in full force and effect.
- B. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 16 – Economic Impact

The City of Hattiesburg shall, within a reasonable time period, review the economic impact and the impact upon the overall quality of life as a result of this amended ordinance. The City of Hattiesburg shall limit the number of permitted cigar bars to a total of four (4) until such time impacts can be evaluated.

SECTION 17 – Effective Date

The amendments to this Ordinance shall take effect thirty (30) days from date of adoption.

The above and foregoing Ordinance, having been first reduced to writing, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following vote, to wit.

YEAS:

NAYS:

The President thereby declared the motion carried and the Ordinance adopted this, the 5th day of November, A.D., 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance having been submitted to and approved by the Mayor this, the 5th day of November, A.D., 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution setting Public Hearing on Monday, December 16, 2019 at 4:00 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
File Number: 2019-265
Minute Book #

Summary

We request that the City Council hold a Public Hearing on Monday, December 16, 2019 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	118 Tuscan Ave.	21580	5	OGL AS VS	Demolish structure(s), Cut/clear overgrowth.	\$3,800	\$1,900
2.	1921 Byron St.	23277	5	DB	Demolish accessory structure(s), Cut/clear overgrowth.	\$3,500	\$1,750
3.	105 S. 11 th Ave.	16786	4	US	Demolish accessory structure(s), Cut/clear overgrowth.	\$2,900	\$1,500
4.	119 Montague	20772	2	OGL,	Removal of	\$1000	\$1,500

	St.			GAR/RUB	slab		
5.	523 Louise St.	19604	2	DB, US, VS	Secure, repair, and add boarding to structure.	\$2,000	\$1,500
6.	525 Louise St.	19603	2	ID, DS, US, OGL, GAR/RUB	Secure, repair, and add boarding to structure.	\$2,500	\$1,500
7.	710 Lincoln St.	22056	2	VS, OGL, GAR/RUB	Removal of slab, Cut/clear overgrowth.	\$1,800	\$1,500
8.	712 Lincoln St.	22057	2	VS, OGL, GAR/RUB	Cut/clear overgrowth, level site.	\$1,500	\$1,500
9.	714 Lincoln St.	22058	2	VS, OGL, GAR/RUB	Cut/clear overgrowth, level site.	\$1,500	\$1,500
10.	715 McKinley St.	22009	2	DS, VS, OGL, GAR/RUB	Demolish structure(s), Cut/clear overgrowth.	\$4,000	\$2,000
11.	716 Lincoln St.	22059	2	VS, OGL, GAR/RUB	Removal of slab, level site, Cut/clear overgrowth.	\$2,200	\$1,500
12.	718 Lincoln St.	22060	2	VS, OGL, GAR/RUB	Cut/clear overgrowth, remove debris, level site.	\$1,500	\$1,500
13.	718 Webster St.	22023	2	OGL VS DS	Cut/clear overgrowth, level site.	\$1,000	\$1,500
14.	719 Lincoln St.	22065	2	OGL VS	Cut/clear overgrowth, level site.	\$1,000	\$1,500
15.	722 Lincoln St.	22062	2	OGL VS	Cut/clear overgrowth, level site.	\$1,300	\$1,500
16.	1215 Hall Ave.	22074	2	OGL VS	Cut/clear overgrowth.	\$950	\$1,500
17.	1405 Penton St.	13675	2	OGL AS VS DS	Demolish structure(s), Cut/clear overgrowth.	\$4,200	\$2,100

Garbage & Rubbish=GAR/RUB

Dilapidated Building=DB

Dangerous Structure=DS

Imminent Danger=ID

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Structure=AS

Vacant Structure=VS

Recommendation Statement

Please place this on the November 5, 2019 City Council meeting for consideration.

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 118 Tuscan Ave.	21580	5	OGL AS VS
2. 1921 Byron St.	23277	5	DB
3. 105 S. 11 th Ave	16786	4	US
4. 119 Montague St.	20772	2	OGL, GAR/RUB
5. 523 Louise St.	19604	2	DB, US, VS
6. 525 Louise St.	19603	2	ID, DS, US, OGL, GAR/RUB
7. 710 Lincoln St.	22056	2	VS, OGL, GAR/RUB
8. 712 Lincoln St.	22057	2	VS, OGL, GAR/RUB
9. 714 Lincoln St.	22058	2	VS, OGL, GAR/RUB
10. 715 McKinley St.	22009	2	DS, VS, OGL, GAR/RUB
11. 716 Lincoln St.	22059	2	VS, OGL, GAR/RUB
12. 718 Lincoln St.	22060	2	VS, OGL, GAR/RUB
13. 718 Webster St.	22023	2	OGL VS DS
14. 719 Lincoln St.	22065	2	OGL VS
15. 722 Lincoln St.	22062	2	OGL VS



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 5, 2019

Re: Adopt a Resolution authorizing Requisition No. 52 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
File Number: 2019-262
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 52 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Recommendation Statement

Payment to contractor on the Sewer Improvements Phase VIII - Camp St. Area project.
I recommend approval.

Please place this on the November 5, 2019 City Council meeting for consideration.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING
REQUISITION NO. 52 FROM THE PROJECT FUND CONSTRUCTION
ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN
AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE
MISSISSIPPI DEVELOPMENT BANK AND THE CITY.**

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **52** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$184,850.07** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **52** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Eighty-Four Thousand Eight Hundred Fifty and 07/100 dollars (\$184,850.07)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **5th** day of **November, 2019**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **5th** day of **November, 2019**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

**TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department**

REQUISITION NO.: 52

DATE OF REQUISITION: 11/5/2019

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	184,850.07	Pay Est. No. 14	Sewer Improvements Ph VIII - Camp St. Area Period: 6/1/19 - 6/30/19 MB 2011-4/89-110
			184,850.07		



Engineering Progress

October 16, 2019

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

V90314

C.B. Developers

Attn: Lamar Rutland, P.E.

Re: Comprehensive Sewer/Water Improvements – Phase VIII
Camp Street Area
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 14 for the above referenced project in the amount of \$184,850.07.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/md

Enclosure

cc: C.B. Developers
SDW

093695.7220.20
MB 2018-108



453
445

Contractor's Application For Payment No. 14

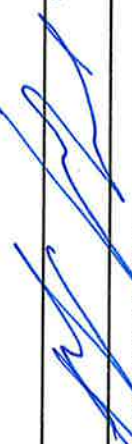
To (Owner): CITY OF HATTIESBURG	Application Period: Beginning: 9/1/2019 Ending: 9/30/2019	Application Date: 15-Oct-19
Project: COMPREHENSIVE SEWER/WATER PHASE 8	From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
SA No. 1	54779.07	
TOTALS	\$ 54,779.07	\$ -
NET CHANGE BY CHANGE ORDERS	\$	54,779.07

CONTRACTOR'S CERTIFICATION

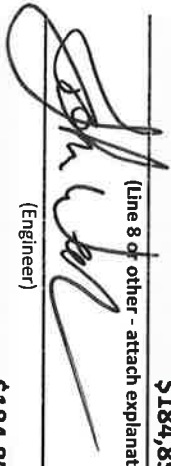
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 10/15/2019

1. ORIGINAL CONTRACT PRICE \$ 3,721,611.76
2. Net change by Change Orders \$ 54,779.07
3. CURRENT CONTRACT PRICE (LINE 1 + 2) \$ 3,776,390.83
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates) \$ 3,170,877.28
5. RETAINAGE:
 - a. 5.0 % x Work Completed \$ 157,522.23
 - b. 5.0% x Stored Material \$
 - c. Total Retainage (line 5a + line 5b) \$ 157,522.23

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 3,618,868.60
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 2,829,348.00
8. AMOUNT DUE THIS APPLICATION \$ 184,850.07
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) \$ 763,035.78

Payment of: \$184,850.07 (Line 8 of other - attach explanation of other amount)

Is recommended by:  (Engineer) 10/16/19 (Date)

Payment of: \$184,850.07 (Line 8 or other - attach explanation of other amount)

Is approved by: _____ (Owner) _____ (Date)

Is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Funding Agency, if applicable) _____ (Date)

Progress Estimate

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 14			
Application Period: 9/1/2019 TO 9/30/2019				Application Date: 15-Oct-19			
A		B		C		D	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Material Stored (not in C)
CAMP STREET AREA							
SEWER PIPE ITEMS							
1	8" SDR-26 PVC SEWER PIPE (0-6')	2109.0	\$ 48.54	102,270.86	2172.18	\$ 105,437.62	\$ -
2	8" SDR-26 PVC SEWER PIPE (6'-8')	5576.0	\$ 50.96	284,152.96	6026.49	\$ 307,109.93	\$ -
3	8" SDR-26 PVC SEWER PIPE (8'-10')	2961.0	\$ 53.38	158,058.18	3193.55	\$ 170,471.70	\$ -
4	8" SDR-26 PVC SEWER PIPE (10'-12')	863.0	\$ 55.81	48,164.03	788.78	\$ 44,021.81	\$ 332.51
5	8" SDR-26 PVC SEWER PIPE (12'-14')	249.0	\$ 59.44	14,800.56	106.00	\$ 6,300.64	\$ 640.64
6	10" SDR-26 PVC SEWER PIPE (0-6')	25.0	\$ 51.64	1,291.00	48.00	\$ 2,478.72	\$ -
7	10" SDR-26 PVC SEWER PIPE (6'-8')	351.0	\$ 54.06	18,975.06	451.00	\$ 24,381.06	\$ -
8	10" SDR-26 PVC SEWER PIPE (8'-10')	325.0	\$ 56.48	18,356.00	334.29	\$ 18,880.70	\$ -
9	10" SDR-26 PVC SEWER PIPE (10'-12')	239.0	\$ 58.91	14,079.49	324.71	\$ 19,128.67	\$ -
10	10" SDR-26 PVC SEWER PIPE (12'-14')	130.0	\$ 62.54	8,130.20	101.00	\$ 6,316.54	\$ -
11	10" SDR-26 PVC SEWER PIPE (14'-16')	67.0	\$ 78.28	5,244.76	76.00	\$ 5,949.28	\$ -
12	8" DUCTILE IRON SEWER PIPE (0-6')	384.0	\$ 79.57	30,554.88	412.00	\$ 32,782.84	\$ -
13	8" DUCTILE IRON SEWER PIPE (6'-8')	20.0	\$ 89.26	1,785.20	38.00	\$ 3,391.88	\$ -
14	10" DUCTILE IRON SEWER PIPE (0-6')	25.0	\$ 105.96	2,649.00	\$ -	\$ -	\$ -
15	10" DUCTILE IRON SEWER PIPE (6'-8')	30.0	\$ 109.59	3,287.70	\$ -	\$ -	\$ -
16	REMOVAL OF EXISTING SEWER LINE	10650.0	\$ 3.63	38,659.50	12382.00	\$ 44,946.66	\$ -
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	3220.0	\$ 6.67	21,477.40	\$ -	\$ -	\$ -
18	TRACER WIRE SYSTEM FOR SEWER	19153.0	\$ 1.44	27,580.32	18774.86	\$ 27,035.80	\$ 431.08
SEWER MANHOLE ITEMS							
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6')	6.0	\$ 2,339.80	\$ 14,038.80	16.00	\$ 37,436.80	\$ -
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8')	32.0	\$ 3,040.17	\$ 97,285.44	32.00	\$ 97,285.44	\$ -
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10')	8.0	\$ 3,491.71	\$ 27,933.68	9.00	\$ 31,425.39	\$ -
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12')	1.0	\$ 4,051.04	\$ 4,051.04	1.00	\$ 4,051.04	\$ -
TOTALS				\$ 942,926.06		\$ 988,832.51	\$ 1,404.23
						\$ 990,236.74	\$ (47,310.68)

EIDOC No. C-620 (2007 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 14			
Application Period: 9/1/2019 TO 9/30/2019				Application Date: 15-Oct-19			
A		B		C		D	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)
Subtotal from Previous Page							
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	3.0	\$ 4,025.31	\$ 12,075.93	2.00	\$ 8,050.62	\$ 1,404.23
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	3.0	\$ 3,553.84	\$ 10,661.52	1.00	\$ 3,553.84	\$ 8,050.62
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1.0	\$ 4,502.46	\$ 4,502.46		\$ -	\$ 3,553.84
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1.0	\$ 5,058.41	\$ 5,058.41	1.00	\$ 5,058.41	\$ -
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	1.0	\$ 5,419.09	\$ 5,419.09	1.00	\$ 5,419.09	\$ 5,058.41
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 6,342.23	\$ 6,342.23	1.00	\$ 6,342.23	\$ 5,419.09
29	60" PRECAST CONCRETE SEWER MANHOLE (16-8) (DOGHOUSE)	2.0	\$ 6,620.27	\$ 13,240.54		\$ -	\$ 6,342.23
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (1)	1.0	\$ 9,100.91	\$ 9,100.91		\$ -	\$ -
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TY	35.0	\$ 302.70	\$ 10,594.50	45.00	\$ 13,621.50	\$ -
32	ABANDONMENT OF EXISTING MANHOLE	12.0	\$ 393.51	\$ 4,722.12		\$ -	\$ 13,621.50
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	1.0	\$ 2,674.73	\$ 2,674.73		\$ -	\$ 4,722.12
SEWER SERVICE ITEMS							
34	4" SANITARY SEWER SERVICE CLEANOUT	231.0	\$ 375.31	\$ 86,696.61	221.00	\$ 82,943.51	\$ 82,943.51
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	316.0	\$ 39.97	\$ 12,630.52	570.00	\$ 22,782.90	\$ 22,782.90
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	3792.0	\$ 27.33	\$ 103,635.36	3,797.00	\$ 103,772.01	\$ 103,772.01
37	8"x8"x6" PVC SERVICE TEE	203.0	\$ 191.79	\$ 38,933.37	205.00	\$ 39,316.95	\$ 39,316.95
38	10"x10"x6" PVC SERVICE TEE	20.0	\$ 417.00	\$ 8,340.00	19.00	\$ 7,923.00	\$ 7,923.00
39	8"x8"x6" DUCTILE IRON SERVICE TEE	5.0	\$ 825.41	\$ 4,127.05	3.00	\$ 2,476.23	\$ 2,476.23
WATER PIPE ITEMS							
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN	40.0	\$ 13.39	\$ 535.60		\$ -	\$ 42.40
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	\$ 26.87	\$ 224,095.80	7,605.00	\$ 204,346.35	\$ 204,346.35
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	\$ 32.38	\$ 151,538.40	5,294.00	\$ 171,419.72	\$ 171,419.72
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FT	500.0	\$ 52.33	\$ 26,165.00	1,200.00	\$ 62,796.00	\$ 62,796.00
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER F	360.0	\$ 67.53	\$ 24,310.80	200.00	\$ 13,506.00	\$ 13,506.00
45	TRACER WIRE SYSTEM FOR WATER	22864.0	\$ 1.33	\$ 30,409.12	17,598.50	\$ 23,406.01	\$ 23,406.01
TOTALS				\$ 1,738,736.13		\$ 1,765,566.88	\$ 6,712.13
							\$ 1,772,279.00
							\$ 493.20
							\$ 19,749.45
							\$ (19,881.32)
							\$ (36,631.00)
							\$ 10,804.80
							\$ 1,737.62
							\$ (33,542.87)

EIDC No. C-620 (2002 Edition)
 Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 14		15-Oct-19			
Application Period: 9/1/2019 TO 9/30/2019		Application Date:							
	A		B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)
	Subtotal from Previous Page			\$ 1,738,736.13		\$ 1,765,566.88	\$ 6,712.13	\$ 1,772,279.00	
WATER CONNECTION ITEMS									
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	\$ 644.87	\$ 3,869.22		\$ -	\$ 699.00	\$ 699.00	18%
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-RED)	1.0	\$ 1,038.87	\$ 1,038.87		\$ -	\$ 222.00	\$ 222.00	21%
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COU	2.0	\$ 1,006.18	\$ 2,012.36		\$ -	\$ 478.00	\$ 478.00	24%
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FT	3.0	\$ 1,549.82	\$ 4,649.46	2.00	\$ 3,099.64	\$ 654.00	\$ 3,753.64	81%
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VA	8.0	\$ 3,500.42	\$ 28,003.36	10.00	\$ 35,004.20	\$ -	\$ 35,004.20	125%
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VA	2.0	\$ 4,419.42	\$ 8,838.84	1.00	\$ 4,419.42	\$ 2,959.00	\$ 7,378.42	83%
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER	1.0	\$ 934.74	\$ 934.74	1.00	\$ 934.74	\$ -	\$ 934.74	100%
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FT	1.0	\$ 1,657.59	\$ 1,657.59	7.00	\$ 11,603.13	\$ 3,664.00	\$ 15,267.13	84%
54	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VA	1.0	\$ 4,269.28	\$ 4,269.28		\$ -	\$ 2,006.00	\$ 2,006.00	47%
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VA	1.0	\$ 4,881.95	\$ 4,881.95	1.00	\$ 4,881.95	\$ -	\$ 4,881.95	100%
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VA	3.0	\$ 6,336.12	\$ 19,008.36	4.00	\$ 25,344.48	\$ -	\$ 25,344.48	133%
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER	5.0	\$ 1,129.68	\$ 5,648.40	6.00	\$ 6,778.08	\$ -	\$ 6,778.08	120%
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER	3.0	\$ 1,145.42	\$ 3,436.26	3.00	\$ 3,436.26	\$ -	\$ 3,436.26	100%
WATER VALVE ITEMS									
59	6" GATE VALVE	27.0	\$ 870.57	\$ 23,505.39	24.00	\$ 20,893.68	\$ 1,707.00	\$ 22,600.68	96%
60	8" GATE VALVE	22.0	\$ 1,162.37	\$ 25,572.14	22.00	\$ 25,572.14	\$ -	\$ 25,572.14	100%
WATER FIRE PROTECTION ITEMS									
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, REMOVAL OF EXISTING FIRE HYDRANT	16.0	\$ 3,703.84	\$ 59,261.44	20.00	\$ 74,076.80	\$ -	\$ 74,076.80	125%
62	WATER SERVICE ITEMS	9.0	\$ 787.02	\$ 7,083.18		\$ -	\$ -	\$ -	
63	SERVICE TAP (3/4") (INCL TAPPING SADDLE, CORP STOP, ETC.)	242.0	\$ 412.88	\$ 99,916.96	128.00	\$ 52,848.64	\$ -	\$ 52,848.64	53%
64	SERVICE TAP (1") (INCL TAPPING SADDLE, CORP STOP, ETC.)	33.0	\$ 760.38	\$ 25,092.54	11.00	\$ 8,364.18	\$ 1,331.64	\$ 9,695.82	39%
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	\$ 6.28	\$ 12,465.80	743.50	\$ 4,669.18	\$ -	\$ 4,669.18	37%
66	SERVICE TUBING (OPEN CUT) (1")	400.0	\$ 6.41	\$ 2,564.00	105.00	\$ 673.05	\$ -	\$ 673.05	26%
TOTALS				\$ 2,099,022.17		\$ 2,048,166.45	\$ 20,432.77	\$ 2,068,599.21	
								\$ 30,422.96	
					</				

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Progress Estimate

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8										Application Number: 14					
Application Period: 9/1/2019 TO 9/30/2019										Application Date: 15-Oct-19					
	A		B			C		D		E	F			G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	(B)				
67	Subtotal from Previous Page														
68	SERVICE TUBING (BORED) (3/4")	4080.0	\$ 9.92	\$ 2,099,022.17	2,341.00	\$ 2,048,166.45	\$ 20,432.77	\$ 2,068,599.21	57%	\$ 30,422.96	\$ 17,250.88				
69	SERVICE TUBING (BORED) (1")	400.0	\$ 10.04	\$ 4,016.00		\$ 23,222.72		\$ 23,222.72		\$ 4,016.00	\$ 4,016.00				
70	WATER SERVICE METER (3/4")	13.0	\$ 440.65	\$ 5,728.45						\$ 5,728.45	\$ 5,728.45				
	WATER SERVICE METER (1")	2.0	\$ 652.32	\$ 1,304.64						\$ 1,304.64	\$ 1,304.64				
	MISCELLANEOUS CONSTRUCTION ITEMS														
71	CRUSHED AGGREGATE (SIZE B25)	5097.0	\$ 49.58	\$ 252,709.26	7352.09	\$ 364,516.62		\$ 364,516.62	144%	\$ (111,807.36)	\$ 7,941.12				
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	\$ 7.68	\$ 182,553.60	22736.00	\$ 174,612.48		\$ 174,612.48	96%	\$ 7,941.12	\$ 24,478.27				
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	\$ 65.38	\$ 69,433.56	687.60	\$ 44,955.29		\$ 44,955.29	65%	\$ 9,955.80	\$ 9,955.80				
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	\$ 332.97	\$ 16,648.50	20.10	\$ 6,692.70		\$ 6,692.70	40%	\$ 221,268.88	\$ 221,268.88				
75	9.5 MM HOT MIX ASPHALT	1652.0	\$ 133.94	\$ 221,268.88						\$ 220,980.07	\$ 220,980.07				
76	19 MM HOT MIX ASPHALT	1273.0	\$ 173.59	\$ 220,980.07						\$ 12,117.56	\$ 12,117.56				
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	\$ 66.59	\$ 3,662.45	86.80	\$ 5,780.01		\$ 5,780.01	158%	\$ 16,563.06	\$ 16,563.06				
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	\$ 96.86	\$ 35,838.20	199.00	\$ 19,275.14		\$ 19,275.14	54%	\$ 2,530.80	\$ 2,530.80				
79	CONCRETE DITCH REPAIR	95.0	\$ 26.64	\$ 2,530.80						\$ 7,573.55	\$ 7,573.55				
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	\$ 1,816.20	\$ 18,162.00	4.17	\$ 7,573.55		\$ 7,573.55	42%	\$ 10,588.45	\$ 10,588.45				
81	REINFORCING STEEL	470.0	\$ 4.18	\$ 1,964.60	153.00	\$ 639.54		\$ 639.54	33%	\$ 4,383.06	\$ 4,383.06				
82	INLET GRATINGS	765.0	\$ 6.87	\$ 5,255.55	127.00	\$ 872.49		\$ 872.49	17%	\$ 489.80	\$ 489.80				
83	INLET CASTINGS	79.0	\$ 6.20	\$ 489.80						\$ 11,369.75	\$ 11,369.75				
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	\$ 25.55	\$ 1,635.20	445.00	\$ 11,369.75		\$ 11,369.75	695%	\$ (9,734.55)	\$ (9,734.55)				
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	20.0	\$ 40.48	\$ 809.60	20.00	\$ 809.60		\$ 809.60	100%						
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	32.0	\$ 30.83	\$ 986.56						\$ 986.56	\$ 986.56				
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	370.0	\$ 27.86	\$ 10,308.20	136.00	\$ 3,788.96		\$ 3,788.96	37%	\$ 6,519.24	\$ 6,519.24				
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	210.0	\$ 32.66	\$ 6,858.60	139.00	\$ 4,539.74		\$ 4,539.74	66%	\$ 2,318.86	\$ 2,318.86				
89	18" 11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC)	76.0	\$ 50.08	\$ 3,806.08	88.00	\$ 4,407.04		\$ 4,407.04	116%	\$ (600.96)	\$ (600.96)				
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	750.0	\$ 2.42	\$ 1,815.00	583.00	\$ 1,410.86		\$ 1,410.86	78%	\$ 404.14	\$ 404.14				
	TOTALS			\$ 3,208,261.37		\$ 2,722,632.94	\$ 20,432.77	\$ 2,743,065.71		\$ 465,195.66	\$ 465,195.66				

EDCO No. C-520 (2002 Edition)
 Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 14			
Application Period: 9/1/2019 TO 9/30/2019				Application Date: 15-Oct-19			
A		B		C		D	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)
Subtotal from Previous Page							
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND	20.0	\$ 18.16	\$ 3,208,261.37	185.00	\$ 2,722,632.94	\$ 20,432.77
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE	335.0	\$ 24.22	\$ 8,113.70	20.00	\$ 3,359.60	\$ 484.40
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE	185.0	\$ 12.11	\$ 2,240.35		\$ 484.40	\$ 484.40
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE	1435.0	\$ 14.53	\$ 20,850.55			
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE	1550.0	\$ 2.42	\$ 3,751.00			
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIV	1440.0	\$ 2.42	\$ 3,484.80			
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)	8050.0	\$ 8.48	\$ 68,264.00			
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, W	630.0	\$ 18.16	\$ 11,440.80			
99	CLEARING AND GRUBBING	2.0	\$ 2,239.98	\$ 4,479.96	0.92	\$ 2,060.78	\$ 2,060.78
100	TEMPORARY EROSION CONTROL	1.0	\$ 18,162.01	\$ 18,162.01	0.90	\$ 16,345.81	\$ 16,345.81
101	MAINTENANCE OF TRAFFIC	1.0	\$ 123,743.79	\$ 123,743.79	0.90	\$ 111,369.41	\$ 111,369.41
102	MOBILIZATION	1.0	\$ 248,456.23	\$ 248,456.23	1.00	\$ 248,456.23	\$ 248,456.23
CO1	8" DR 17 POLY BORE	663.0	\$ 67.62	\$ 44,832.06	663.00	\$ 44,832.06	\$ 44,832.06
CO1	12" SDR 26 PVC SEWER PIPE 8-10	46.0	\$ 64.52	\$ 2,967.92	14.00	\$ 903.28	\$ 903.28
CO1	48" PRECAST DOGHOUSE MANHOLE 8-10	1.0	\$ 4,278.73	\$ 4,278.73			
CO1	RCP CLASS III 24"	52.0	\$ 51.93	\$ 2,700.36			
TOTALS				\$ 3,776,390.83		\$ 3,150,444.51	\$ 20,432.77
						\$ 3,170,877.28	\$ 605,513.55

EIOCC No. C-620 (2003 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
CAMP STREET AREA SEWER PIPE ITEMS																
1	8" SDR-26 PVC SEWER PIPE (0-6')			228.29	97.14	289	438	341	74.89		49	-15.14	239	159	272	2172.18
2	8" SDR-26 PVC SEWER PIPE (6'-8')			894.76	649.87	1073	103	203	364.11	50.55	1332	-51.8	259	409	740	6026.49
3	8" SDR-26 PVC SEWER PIPE (8'-10')		651	832.1	660.18	203	96	88	152	119.52	45	183.75		83	80	3193.55
4	8" SDR-26 PVC SEWER PIPE (10'-12')		178	269.85	108.68		152	3		35.93		-108.68		150		788.78
5	8" SDR-26 PVC SEWER PIPE (12'-14')				34.99							-34.99		106		106
6	10" SDR-26 PVC SEWER PIPE (0-6')		5.36								128		48	153		48
7	10" SDR-26 PVC SEWER PIPE (6'-8')		94.64										70	153		451
8	10" SDR-26 PVC SEWER PIPE (8'-10')		147.29	75									50	62		334.29
9	10" SDR-26 PVC SEWER PIPE (10'-12')	207.35	36.36										33	48		324.71
10	10" SDR-26 PVC SEWER PIPE (12'-14')													101		101
11	10" SDR-26 PVC SEWER PIPE (14'-16')													76		76
12	8" DUCTILE IRON SEWER PIPE (0-6')			18				181	36	146		19		12		412
13	8" DUCTILE IRON SEWER PIPE (6'-8')													38		38
14	10" DUCTILE IRON SEWER PIPE (0-6')															
15	10" DUCTILE IRON SEWER PIPE (6'-8')															
16	REMOVAL OF EXISTING SEWER LINE	360	1035	1809	768	1565	789	816	591	352	913	724	699	869	1092	12382
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)															
18	TRACER WIRE SYSTEM FOR SEWER	420	1146	2647	2145.86	1908	1089	1008	783	404	2018	1010	864	1564	1768	18774.86
SEWER MANHOLE ITEMS																
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6')			1	1	2	1	3	2	1	2	1	3	3		16
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8')			5	1	5	1				7	1	3	3	5	32
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10')		2	2	2		1					1		1		9
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12')		1													1

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)															2
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)															1
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)							1								1
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1														1
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)												1			1
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)		1													1
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)															
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)															
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)															
32	ABANDONMENT OF EXISTING MANHOLE															
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)															45
SEWER SERVICE ITEMS																
34	4" SANITARY SEWER SERVICE CLEANOUT	3	4	23	31	22	15	13	14	4	20	14	16	17	25	221
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL. FITTINGS)	2	1	110	52						126			85	194	570
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL. FITTINGS)	60	185	422	543	343	300	192	192	52	338	356	165	167	482	3797
37	8"x8" 6" PVC SERVICE TEE		7	23	30	21	15	11	13	3	19	16	13	12	22	205
38	10"x10" 6" PVC SERVICE TEE	5	2								1		3	8		19
39	8"x8" 6" DUCTILE IRON SERVICE TEE							2		1						3
WATER PIPE ITEMS																
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)															
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)															
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)															
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL. ADAPTER FITTINGS)															
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL. ADAPTER FITTINGS)															
45	TRACER WIRE SYSTEM FOR WATER			1779			1636	1800	3223.5	1644	2726	668	1540	726	1856	17598.5

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
WATER CONNECTION ITEMS																
46	CUT AND CAP EXISTING WATER LINE IN PLACE															
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)															
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)															
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)															2
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)							2								2
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)								1							1
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)								1							3
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)															1
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)															7
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)															1
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)															2
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)															1
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)															3
WATER VALVE ITEMS																
59	6" GATE VALVE															
60	8" GATE VALVE															
WATER FIRE PROTECTION ITEMS																
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)															
62	REMOVAL OF EXISTING FIRE HYDRANT															
WATER SERVICE ITEMS																
63	SERVICE TAP (3/4") (INCL. TAPPING SADDLE, CORP STOP, ETC.)															
64	SERVICE TAP (1") (INCL. TAPPING SADDLE, CORP STOP, ETC.)															
65	SERVICE TUBING (OPEN CUT) (3/4")															
66	SERVICE TUBING (OPEN CUT) (1")															

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
67	SERVICE TUBING (BORED) (3/4")															
68	SERVICE TUBING (BORED) (1")															
69	WATER SERVICE METER (3/4")															
70	WATER SERVICE METER (1")															
MISCELLANEOUS CONSTRUCTION ITEMS																
71	CRUSHED AGGREGATE (SPE B25)	68.35	583.34	631.67	373.08	399.2	784.08	673.23	431.96	647	699.38	555.21	425.27	468.8	611.52	7352.09
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	688	2108	2977	1514	1886	1840	780	928	414	2913	1204	1164	2554	1766	22736
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)					8						314.8	94.5	270.3		687.6
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)								20.1							20.1
75	9.5 MM HOT MIX ASPHALT															
76	19 MM HOT MIX ASPHALT															
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)					16						49.6	10.6	10.6		66.8
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)					5						152	37.5	4.5		199
79	CONCRETE DITCH REPAIR															
80	CLASS "B" CONCRETE, MINOR STRUCTURES															
81	REINFORCING STEEL								1.71							4.17
82	INLET GRATINGS								111							153
83	INLET CASTINGS									0.88						127
84	12" CORRUGATED HDPE PIPE (DUAL WALL)									42						
85	15" CORRUGATED HDPE PIPE (DUAL WALL)									127						
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)								20	125	56	136	20	16	92	445
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)															
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)					24	32		19	32	48					136
89	18" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)								19	120	88					139
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)					24	32		19	128	224	136	20			88
																583

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET															185
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE								20	149						20
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE															
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE															
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE															
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)															
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)															
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)															
99	CLEARING AND GRUBBING															
100	TEMPORARY EROSION CONTROL			0.32	0.1	0.1	0.1	0.1	0.1	0.1						0.92
101	MAINTENANCE OF TRAFFIC	0.1	0.1	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1					0.9
102	MOBILIZATION	0.5			0.5	0.1	0.1	0.1	0.1	0.1						1
CO1	8" DR 17 POLY BORE															663
CO1	12" SDR 26 PVC SEWER PIPE 8-10															14
CO1	48" PRECAST DOGHOUSE MANHOLE 8-10															
CO1	RCP CLASS III 24"															14

Stored Material Summary

Contractor's Application

For (contract):			COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 14			
Application Period: 9/1/2019 TO 9/30/2019			Application Date: 15-Oct-19						
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
CAMP STREET AREA									
SEWER PIPE ITEMS									
1	\$ 4.48	8" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	2,109	\$ 9,448.32	2,172	\$ 9,731.37	\$ -
2	\$ 4.48	8" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	5,576	\$ 24,980.48	6,026	\$ 26,998.68	\$ -
3	\$ 4.48	8" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	2,961	\$ 13,265.28	3,194	\$ 14,307.10	\$ -
4	\$ 4.48	8" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	863	\$ 3,866.24	789	\$ 3,533.73	\$ 332.51
5	\$ 4.48	8" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	249	\$ 1,115.52	106	\$ 474.88	\$ 640.64
6	\$ 7.04	10" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	25	\$ 176.00	48	\$ 337.92	\$ -
7	\$ 7.04	10" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	351	\$ 2,471.04	451	\$ 3,175.04	\$ -
8	\$ 7.04	10" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	325	\$ 2,288.00	334	\$ 2,353.40	\$ -
9	\$ 7.04	10" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	239	\$ 1,682.56	325	\$ 2,285.96	\$ -
10	\$ 7.04	10" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	130	\$ 915.20	101	\$ 711.04	\$ -
11	\$ 7.04	10" SDR-26 PVC SEWER PIPE (14'-16')	-	\$ -	8	\$ 56.32	76	\$ 535.04	\$ -
12	\$ 28.12	8" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	384	\$ 10,798.08	412	\$ 11,585.44	\$ -
13	\$ 28.12	8" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	20	\$ 562.40	38	\$ 1,068.56	\$ -
14	\$ 38.12	10" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	25	\$ 953.00		\$ -	\$ -
15	\$ 38.12	10" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	30	\$ 1,143.60		\$ -	\$ -
16		REMOVAL OF EXISTING SEWER LINE	-	\$ -		\$ -	12,382	\$ -	\$ -
17		ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	-	\$ -		\$ -		\$ -	\$ -
18	\$ 1.14	TRACER WIRE SYSTEM FOR SEWER	-	\$ -	19,153	\$ 21,834.42	18,775	\$ 21,403.34	\$ 431.08
SEWER MANHOLE ITEMS									
19	\$ 876.99	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	6	\$ 5,261.94	16	\$ 14,031.84	\$ -
20	\$ 1,018.02	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	32	\$ 32,576.64	32	\$ 32,576.64	\$ -
21	\$ 1,191.00	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	8	\$ 9,528.00	9	\$ 10,719.00	\$ -
22	\$ 1,346.00	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 1,346.00	1	\$ 1,346.00	\$ -
TOTALS			-	\$ -		\$ 144,269.04		\$ 157,174.98	\$1,404.23
10/2/2018									

ECDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Stored Material Summary

Contractor's Application

For (contract):			COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 14			
Application Period: 9/1/2019 TO 9/30/2019			Application Date: 15-Oct-19						
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Subtotal From Previous Page									
23	\$ 1,412.67	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	-	\$ -	3	\$ 4,238.01	2.00	\$ 2,825.34	\$ 1404,2252
24	\$ 929.33	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	-	\$ -	3	\$ 2,787.99	1.00	\$ 929.33	\$ -
25	\$ 1,552.52	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	1	\$ 1,552.52	-	\$ -	\$ -
26	\$ 1,550.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	1	\$ 1,550.00	1.00	\$ 1,550.00	\$ -
27	\$ 1,850.00	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	1	\$ 1,850.00	1.00	\$ 1,850.00	\$ -
28	\$ 2,156.00	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 2,156.00	1.00	\$ 2,156.00	\$ -
29	\$ 575.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	-	\$ -	2	\$ 1,150.00	-	\$ -	\$ -
30	\$ 2,665.00	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)	-	\$ -	1	\$ 2,665.00	-	\$ -	\$ -
31		DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	-	\$ -	-	\$ -	45.00	\$ -	\$ -
32		ABANDONMENT OF EXISTING MANHOLE	-	\$ -	-	\$ -	-	\$ -	\$ -
33	\$ 649.28	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	-	\$ -	1	\$ 649.28	-	\$ -	\$ -
SEWER SERVICE ITEMS									
34	\$ 170.25	4" SANITARY SEWER SERVICE CLEANOUT	-	\$ -	220	\$ 37,455.00	221.00	\$ 37,625.25	\$ -
35		4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -	-	\$ -	570.00	\$ -	\$ -
36	\$ 2.34	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -	3,792	\$ 8,873.28	3,797.00	\$ 8,884.98	\$ -
37	\$ 58.40	8"x8"x6" PVC SERVICE TEE	-	\$ -	203	\$ 11,855.20	205.00	\$ 11,972.00	\$ -
38	\$ 220.22	10"x10"x6" PVC SERVICE TEE	-	\$ -	20	\$ 4,404.40	19.00	\$ 4,184.18	\$ -
39	\$ 480.00	8"x8"x6" DUCTILE IRON SERVICE TEE	-	\$ -	5	\$ 2,400.00	3.00	\$ 1,440.00	\$ -
WATER PIPE ITEMS									
40	\$ 1.06	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	-	\$ -	40	\$ 42.40	-	\$ -	\$ 42.40
41	\$ 16.58	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	5,344	\$ 88,603.52	7,605.00	\$ 126,090.90	\$ -
42	\$ 17.23	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	4,680	\$ 80,636.40	5,294.00	\$ 91,215.62	\$ -
43	\$ 18.51	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	500	\$ 9,255.00	1,200.00	\$ 22,212.00	\$ -
44	\$ 25.77	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	360	\$ 9,277.20	200.00	\$ 5,154.00	\$ -
45	\$ 1.00	TRACER WIRE SYSTEM FOR WATER	-	\$ -	22,864	\$ 22,864.00	17,598.50	\$ 17,598.50	\$ 5,265.50
TOTALS				\$ -	\$ 438,534.24	-	\$ 492,863.08	\$ 6,712.13	

ECDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Stored Material Summary

Contractor's Application

For (contract):				COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 14			
Application Period: 9/1/2019 TO 9/30/2019				Application Date: 15-Oct-19							
A	B	C	D		E		F		G		
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)		
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
Subtotal From Previous Page						438534.24		492863.0804	6712.1252		
WATER CONNECTION ITEMS											
46	\$ 116.50	CUT AND CAP EXISTING WATER LINE IN PLACE	-	\$ -	6	\$ 699.00		\$ -	\$ 699.00		
47	\$ 222.00	(CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)	-	\$ -	1	\$ 222.00		\$ -	\$ 222.00		
48	\$ 239.00	(CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)	-	\$ -	2	\$ 478.00		\$ -	\$ 478.00		
49	\$ 654.00	(CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,962.00		\$ 1,308.00	\$ 654.00		
50	\$ 1,344.00	(CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	8	\$ 10,752.00		\$ 13,440.00	\$ -		
51	\$ 2,959.00	(CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	2	\$ 5,918.00		\$ 2,959.00	\$ 2,959.00		
52	\$ 654.00	(CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 654.00		\$ 654.00	\$ -		
53	\$ 916.00	(CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	11	\$ 10,076.00		\$ 6,412.00	\$ 3,664.00		
54	\$ 2,006.00	(CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,006.00		\$ -	\$ 2,006.00		
55	\$ 2,532.00	(CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,532.00		\$ 2,532.00	\$ -		
56	\$ 3,782.90	(CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	3	\$ 11,348.70		\$ 15,131.60	\$ -		
57	\$ 355.00	(CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	5	\$ 1,775.00		\$ 2,130.00	\$ -		
58	\$ 550.00	(CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,650.00		\$ 1,650.00	\$ -		
WATER VALVE ITEMS											
59	\$ 569.00	6" GATE VALVE	-	\$ -	27	\$ 15,363.00		\$ 13,656.00	\$ 1,707.00		
60	\$ 810.00	8" GATE VALVE	-	\$ -	22	\$ 17,820.00		\$ 17,820.00	\$ -		
WATER FIRE PROTECTION ITEMS											
61	\$ 1,237.08	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER)	-	\$ -	16	\$ 19,793.28		\$ 24,741.60	\$ -		
62		REMOVAL OF EXISTING FIRE HYDRANT	-	\$ -		\$ -		\$ -	\$ -		
WATER SERVICE ITEMS											
63	\$ 70.50	SERVICE TAP (3/4") (INCL. TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	110	\$ 7,755.00		\$ 9,024.00	\$ -		
64	\$ 73.98	SERVICE TAP (1") (INCL. TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	29	\$ 2,145.42		\$ 813.78	\$ 1,331.64		
65		SERVICE TUBING (OPEN CUT) (3/4")	-	\$ -		\$ -		\$ -	\$ -		
66		SERVICE TUBING (OPEN CUT) (1")	-	\$ -		\$ -		\$ -	\$ -		
TOTALS				\$ -	\$ 551,483.64		\$ 605,135.06	\$ 20,432.77			

ECDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Stored Material Summary

Contractor's Application

For (contract):			COMPREHENSIVE SEWER/WATER PHASE 8			Application Number:			14		
Application Period:			9/1/2019 TO 9/30/2019			Application Date:			15-Oct-19		
A	B	C	D		E		F		G		
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)		
		Subtotal From Previous Page	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
67		SERVICE TUBING (BORED) (3/4")	-	\$ -	-	\$ 551,483.64	2,341.00	\$ 605,135.0604	\$ 204,327.7652	-	
68		SERVICE TUBING (BORED) (1")	-	\$ -	-	\$ -	-	\$ -	\$ -	-	
69		WATER SERVICE METER (3/4")	-	\$ -	-	\$ -	-	\$ -	\$ -	-	
70		WATER SERVICE METER (1")	-	\$ -	-	\$ -	-	\$ -	\$ -	-	
MISCELLANEOUS CONSTRUCTION ITEMS											
71		CRUSHED AGGREGATE (SIZE 825)	-	\$ -	-	\$ -	7,352.09	\$ -	\$ -	-	
72		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	-	\$ -	-	\$ -	22,736.00	\$ -	\$ -	-	
73		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	\$ -	-	\$ -	687.60	\$ -	\$ -	-	
74		HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	-	\$ -	-	\$ -	20.10	\$ -	\$ -	-	
75		9.5 MM HOT MIX ASPHALT	-	\$ -	-	\$ -	-	\$ -	\$ -	-	
76		19 MM HOT MIX ASPHALT	-	\$ -	-	\$ -	-	\$ -	\$ -	-	
77		CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	-	\$ -	-	\$ -	86.80	\$ -	\$ -	-	
78		CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	-	\$ -	-	\$ -	199.00	\$ -	\$ -	-	
79		CONCRETE DITCH REPAIR	-	\$ -	-	\$ -	-	\$ -	\$ -	-	
80		CLASS "B" CONCRETE, MINOR STRUCTURES	-	\$ -	-	\$ -	4.17	\$ -	\$ -	-	
81		REINFORCING STEEL	-	\$ -	-	\$ -	153.00	\$ -	\$ -	-	
82		INLET GRATINGS	-	\$ -	-	\$ -	127.00	\$ -	\$ -	-	
83		INLET CASTINGS	-	\$ -	-	\$ -	-	\$ -	\$ -	-	
84		12" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -	-	\$ -	445.00	\$ -	\$ -	-	
85		15" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -	-	\$ -	20.00	\$ -	\$ -	-	
86		12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -	-	\$ -	-	\$ -	\$ -	-	
87		15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -	-	\$ -	136.00	\$ -	\$ -	-	
88		18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -	-	\$ -	139.00	\$ -	\$ -	-	
89		18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)	-	\$ -	-	\$ -	88.00	\$ -	\$ -	-	
90		REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	-	\$ -	-	\$ -	583.00	\$ -	\$ -	-	
TOTALS				\$ -	-	\$ 551,483.64	-	\$ 605,135.06	\$ 20,432.77	-	

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Stored Material Summary

Contractor's Application

For (contract):			COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 14			
Application Period:			9/1/2019 TO 9/30/2019			Application Date: 15-Oct-19			
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Subtotal From Previous Page									
91		REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET		\$		\$	185.00	\$	\$
92		REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE		\$		\$	20.00	\$	\$
93		REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE		\$		\$		\$	\$
94		REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE		\$		\$		\$	\$
95		6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE		\$		\$		\$	\$
96		LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)		\$		\$		\$	\$
97		SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)		\$		\$		\$	\$
98		LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)		\$		\$		\$	\$
99		CLEARING AND GRUBBING		\$		\$	0.92	\$	\$
100		TEMPORARY EROSION CONTROL		\$		\$	0.90	\$	\$
101		MAINTENANCE OF TRAFFIC		\$		\$	0.90	\$	\$
102		MOBILIZATION		\$		\$	1.00	\$	\$
CO1		8" DR 17 POLY BORE		\$		\$	663.00	\$	\$
CO1		12" SDR 26 PVC SEWER PIPE 8-10		\$		\$	14.00	\$	\$
CO1		48" PRECAST DOGHOUSE MANHOLE 8-10		\$		\$		\$	\$
CO1		RCP CLASS III 24"		\$		\$		\$	\$
TOTALS				\$		\$		\$	\$

EICDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 5, 2019

Re: Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for Task Order No. 7 - Flow Monitoring Study for the city's sewer system; Authorize Mayor to execute in duplicate.
File Number: 2019-260
Minute Book #

Summary

Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for Task Order No. 7 - Flow Monitoring Study for the city's sewer system; Authorize Mayor to execute in duplicate.

Recommendation Statement

This task order will extend the sanitary sewer overflow monitoring for the next 12 months at a cost of \$347,413.00. I recommend approval.

Please place this on the November 5, 2019 City Council meeting for consideration.



Engineering Progress

October 11, 2019

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Attn: Honorable Toby Barker

RE: Temporary Sanitary Sewer
Flow Monitoring Study for the Priority Area
Task Order #7
City of Hattiesburg, MS

Dear Mayor Barker,

Shows, Dearman and Waits, Inc. (Engineer) is pleased to provide professional services to assist the City of Hattiesburg (City) in accordance with the contract dated October 8, 2013. In support of the City's effort to reduce sanitary sewer overflows, regain system capacity, and allow for asset management of the sewer collection infrastructure the ENGINEER shall continue data collection, inspection and evaluation of the City's wastewater system in a manner consistent with previous work.

Professional services requested by the City and included in this Task Order #7 are composed of items of work as listed on Attachment "A". The study area in Task Order #7 shall be the area previously defined as the Priority Area. At this time, the City desires to complete a temporary sanitary sewer flow monitoring study in order to better understand the available capacity of the City's waste water collection system (WCS) in the Priority Area and ascertain the impact of the sanitary sewer improvement projects done in the recent past.

The pay items which will be utilized where required to properly evaluate the system, as determined by the City, are identified in the aforementioned Attachment "A".

Compensation for work performed will be on a unit price basis per Attachment "A" with a not to exceed fee of \$347,413.00. This task order will cover all professional services described and performed for twelve (12) months from October 23, 2019, or per a mutually agreed upon extension by both parties.

Please indicate acceptance of Task Order #7 by execution and return to our office. Thank you for the opportunity to provide these services to the City of Hattiesburg.

Sincerely,

Shea E. McNease, P.E.
President

/aa

Enclosure

ACCEPTED:

Mayor Toby Barker

Date

Attachment A

CITY OF HATTIESBURG
PROJECT NO. 11292 - PRIORITY AREA FLOW MONITORING
Contract Term - 12 Months - Start Date 10/23/19

Item No.	Service Description	Unit	Unit Price	Quantity	Extension
SECTION 1000 MOBILIZATION DEMOBILIZATION					
1000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study	Each	\$ 8,250.00	1	\$ 8,250.00
SECTION 2000 FLOW MONITORING SERVICES					
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study	Each	\$ 5,747.50	40	\$ 229,900.00
2000.02	Temporary Flow Monitoring - 30 Day Extension	Each	\$ 2,541.00	40	\$ 101,640.00
2000.03	Temporary Rain Guage - Turn-Key Study w/Report - Based on 60 Day Study	Each	\$ 1,815.00	3	\$ 5,445.00
2000.04	Temporary Rain Guage - 30 Day Extension	Each	\$ 726.00	3	\$ 2,178.00
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations	Each	\$ 1,815.00	0	\$ -
2000.10	Night Flow Isolation	Each	\$ 393.25	0	\$ -

TOTAL \$ 347,413.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 5, 2019

Re: Approve Engagement Letter with Jack Denton for providing legal services related to the acquisition of property required for the Hall Avenue Overpass project.
File Number: 2019-264
Minute Book #

Summary

Approve Engagement Letter with Jack Denton for providing legal services related to the acquisition of property required for the Hall Avenue Overpass project.

Recommendation Statement

I recommend approval.

Please place this on the November 5, 2019 City Council meeting for consideration.

From the desk of
JACK DENTON, ESQ.

October 23, 2019

Mayor and City Council
City of Hattiesburg
City Hall
Hattiesburg, Mississippi 39401

Re: Land Acquisition for Overpass Project - Hall Ave./Gulfport St. to E. Hardy St.

Dear Mayor Barker and City Council Members:

This engagement letter is a proposal to provide the City with services in connection with the acquisition of land for the Overpass Project as referenced above. I understand that there are approximately thirteen (13) parcels which will need to be acquired for the project, including eleven (11) unimproved parcels and two (2) improved parcels. I will review the title examinations, the surveys, and the appraisals that have been done for these properties, and will coordinate with the City Attorney to secure the necessary Deeds to acquire the properties.

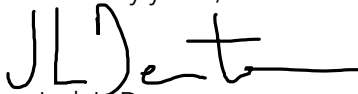
I understand time is of the essence in this acquisition, and I will give the required time and effort to complete this project. I am prepared to work on a "per parcel" basis: \$1,800.00 per unimproved parcel, and \$2,500.00 per improved parcel.

If I am not successful in acquiring any parcel through Deed within ninety (90) days from the date I receive each file, I will advise the City Attorney and, if he chooses to file an eminent domain action to acquire a specific parcel and requests my assistance in that action, I will work with him on at a rate of \$150.00 per hour plus out-of-pocket expenses.

I will bill the City monthly as I complete the acquisition of each parcel.

I appreciate the opportunity to work on this matter for the City.

Sincerely yours,


Jack L. Denton



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 5, 2019

Re: Acknowledge Mississippi Department of Transportation (MDOT) approval of the Construction Engineering & Inspection Services Contract with Neel-Schaffer, Inc. for engineering services related to the 38th Avenue Roadway Improvements Project (STP-210-00(036)LPA/108080-701000); Approve contract and authorize Mayor to execute in duplicate.
File Number: 2019-261
Minute Book #

Summary

Acknowledge Mississippi Department of Transportation (MDOT) approval of the Construction Engineering & Inspection Services Contract with Neel-Schaffer, Inc. for engineering services related to the 38th Avenue Roadway Improvements Project (STP-210-00(036)LPA/108080-701000); Approve contract and authorize Mayor to execute in duplicate.

Recommendation Statement

The contract with Neel-Schaffer, Inc. is for \$169,138.34. I recommend approval.

Please place this on the November 5, 2019 City Council meeting for consideration.

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

September 25, 2019

City of Hattiesburg
Toby Barker, Mayor
200 Forrest Street
Hattiesburg, MS 39401

RE: Construction Engineering and Inspection Contract Review
STP-0210-00(036)LPA /108080-701000
City of Hattiesburg - 38th Avenue Roadway Improvements Project
Forrest County

Dear Mayor Toby Barker,

The Consultant Services Unit has reviewed the Construction Engineering & Inspection (CE&I) Services Contract for the above referenced project.

Attached please find two (2) signed originals of the CE&I Services Contract with **Neel Schaffer, Inc.** (the Consultant) for an upset cost limit of **\$169,138.34** on the above referenced project. We have verified that the correct boiler-plate contract has been used.

The LPA may execute the CE&I contract with the Consultant when appropriate. Please request that the LPA send one (1) copy of the fully executed contract, Notice to Proceed (NTP) and the LPA's "Exhibit 1" to the LPA Division (Attention: Necole Baker), the MDOT District LPA Coordinator, and Consultant Services Unit (Attention: Scot Ehrigott).

As a brief explanation of the Labor Hour (CE&I) contract process, understand all Rates and Classifications established in the contract MUST match the invoices billed for the project. This will also include names if listed in the Contract. Please be sure to send your Exhibit 3, Fee Proposal Billing Rate Table, and the Fee Proposal Hour Distribution/Labor Cost Sheet to your accounting department. If additional personnel are needed after the Contract has been executed, the Consultant MUST have approval by the LPA and MDOT prior to proceeding.

RECEIVED
10/17/19

Construction Engineering and Inspection Contract Review
Project Number: 108080-701000
September 25, 2019

As a reminder, any supplemental agreements must be forwarded to the MDOT for concurrence prior to being executed and any work conducted under this Contract on non-participating items cannot be reimbursed.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'SE', with a long horizontal flourish extending to the right.

Scot Ehrgott, P.E.
MDOT Director of Consultant Services

SE/sh
Attachments

Cc: 77-01 LPA Division
16-10 District 6

{Frederick/P.Morgan/Baker}
{Seyfarth}

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

38th Avenue Roadway Improvements STP-0210-00(036)LPA/108080-701000 Forrest County

THIS CONTRACT, is made and entered into by and between the City of Hattiesburg, a body Politic of the State of Mississippi (the "LPA"), and, Neel-Schaffer, Inc. (the "CONSULTANT"), a Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 704 Hardy Street, Hattiesburg, MS 39401, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction engineering services for paving, traffic signals, landscaping and beautification along 38th Avenue from Hardy Street to West Fourth Street, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction engineering services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including

but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Forrest County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Forrest County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Mayor Toby Barker

City of Hattiesburg

200 Forrest Street

Hattiesburg, MS 39401

Phone: 601-545-4501

Fax: 601-545-4642

mayor@hattiesburgms.com

For Technical Matters:

Lamar Rutland, P.E.

City of Hattiesburg

200 Forrest Street

Hattiesburg, MS 39401

Phone: 601-545-4540

Fax: 601-545-4645

lrutland@hattiesburgms.com

CONSULTANT:

For Contractual Matters:

Mike Essary, P.E.

Neel-Schaffer, Inc.

704 Hardy Street

Hattiesburg, MS 39401

Phone: 601-545-1565

Fax: 601-545-2267

Michael.essary@neel-schaffer.com

For Technical Matters:

Geoffrey Crosby, P.E.

Neel-Schaffer, Inc.

704 Hardy Street

Hattiesburg, MS 39401

Phone: 601-545-1565

Fax: 601-545-2267

Geoffrey.crosby@neel-schaffer.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. #11856

Surveyor # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. #19984

Surveyor # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Hattiesburg

Toby Barker, Mayor

WITNESS this my signature in execution hereof, this the 17 day of September, 2019.

Neel-Schaffer, Inc.

BY: _____

Michael W. Essary
Michael W. Essary

ATTEST: _____

(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

**ACTIONS OF THE BOARD OF DIRECTORS OF NEEL SCHAFER, INC.
TAKEN BY UNANIMOUS CONSENT**

Pursuant to §79-4-8.21, Mississippi Code Annotated (Rev. 2013) and other applicable law, and the Bylaws of Neel Schaffer, Inc., a Mississippi corporation (the "Corporation"), the undersigned, being the Board of Directors of the Corporation, took the actions hereinafter set forth by unanimous consent and agreement as evidenced by this written consent.

WHEREAS, Neel-Schaffer, Inc. is desirous of entering into engineering services agreements, work assignments, and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

WHEREAS, such contract documents require the signature of a company officer or official empowered to bind the consultant to the provisions of the agreements, work assignments and change orders.

WHEREAS, Neel-Schaffer, Inc. has several employees who are responsible for the preparation and management of engineering service agreements, work assignments and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi

NOW, THEREFORE, IT IS HEREBY:

RESOLVED that the following persons are hereby authorized and empowered to sign all engineering service agreements, work assignments and change orders with the Mississippi Transportation Commission for the 2019 calendar year.

<u>NAME</u>	<u>TITLE</u>
Robert R. Walker	Executive Vice President Area Manager
Jonathan Kiser	Vice President Engineer IV
Mike Essary	Vice President Sr. Engineer Manager
Cindy Rich	Vice President Sr. Engineer Manager
Kevin Stafford	Vice President Sr. Engineer Manager

Steve Twedt	Vice President Area Manager
Keith Purvis	Vice President Sr. Engineer Manager
Vincent Malavasi	Vice President Sr. Engineer Manager
Stan Wright	Vice President Sr. Project Manager
Mandy Hegwood	Vice President Engineer Manager
Eric Page	Engineer Manager
Doug Wimberly	Engineer Manager
Kreg Overstreet	Engineer Manager
Dallas Baker	Engineer Manager

FURTHER RESOLVED that the actions herein set forth are effective as of December 21, 2018 (the "Effective Date"), and that the actions herein set forth may be referred to in all respects as actions taken at the annual meeting of the Directors of the Corporation by the vote of the Directors.

WITNESS THE SIGNATURES of the Directors of the Corporation effective as of the Effective Date.

DIRECTORS:


W. HIBBETT NEEL, JR.


JOEL HUDNALL


ROBERT WALKER


CRAIG HANCHEY



JERRY TRUMPS



NELSON LUCIUS



J. CLARK ROBINSON

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction Engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

B. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility

locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

C. The duties, responsibilities, and limitations of authority of the resident Project engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes,

Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$169,138.34** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the

CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	2020 Loaded Rate	2020 Overtime Rate
Geoffrey Crosby, P.E.	Project Engineer	\$124.07	
	Engineer Intern	\$75.66	
	Engineer Technician III	\$93.72	
	Inspector III	\$62.11	\$74.98
	Administrative Assistant	\$75.33	

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$169,138.34 (Total of all Charges) without the prior written consent of both parties.

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$158,354.32	\$362.50	\$10,421.52	\$169,138.34

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000

PERIOD , 20 THROUGH , 20

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED , 20 , AS RELATES TO

PROJECT NO. - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 17 day of September, 2019.

Neel-Schaffer, Inc.

BY: _____

Michael W. Essary

ATTEST: _____

My Commission Expires: _____



Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20__.

City of Hattiesburg

Toby Barker, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Michael W. Essary
Authorized Officer or Agent

9/17/2019
Date

Michael W. Essary
Printed Name of Authorized Officer or Agent

Vice-President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 17 day of September, 2019.

[Signature]
NOTARY PUBLIC
My Commission Expires.

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

38th Avenue Roadway Improvements

Prepared for:

Mississippi Department of Transportation

Project Number:

STP-0210-00(036)LPA/108080-701000

City of Hattiesburg, MS

Prepared by: Neel-Schaffer, Inc.

Date Submitted:

Date Revised:

Cost Summary

38th Avenue Roadway Improvements

Construction Engineering & Inspection Services

Neel-Schaffer, Inc.

Labor Costs

CE&I Services	\$	158,354.32
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Direct Costs

CE&I Services	\$	362.50
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Subtotal	Neel-Schaffer, Inc.
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\$	158,716.82
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Soiltech

Labor Costs

CE&I Services	\$	7,580.12
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Direct Costs

CE&I Services	\$	2,841.40
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Subtotal (name of SubConsultant) Costs
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\$	10,421.52
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PROJECT TOTAL COSTS

\$	169,138.34
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BILLING RATE TABLE

Neel-Schaffer, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>151.89%</u> %	151.75% OH + 0.14% FCCM
Field Overhead Rate ²	<u>115.35%</u> %	115.31% OH + 0.04% FCCM
Profit	<u>12.00%</u> %	

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Project Engineer	\$ 43.98	\$ 66.80	\$ 13.29	\$ 124.07
Engineer Intern	\$ 26.82	\$ 40.74	\$ 8.11	\$ 75.66
Engineer Technician III	\$ 33.22	\$ 50.46	\$ 10.04	\$ 93.72
Inspector III	\$ 25.75	\$ 29.70	\$ 6.65	\$ 62.11
Administrative Assistant	\$ 26.70	\$ 40.55	\$ 8.07	\$ 75.33

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector	\$ 25.75	\$ 29.70	\$ 6.65	\$ 74.98

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.

Construction Engineering & Inspection Services

STP-0210-00(036)LP/PA/108080-701000

STP-0210-00(036) LPA/108080-701000		REGULAR HOURS ONLY												On Job Months	Subtotal Hours	Hourly Rate	Extension
		Hours Per Month															
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
POSITION TITLE																	
Project Engineer		50	50	50	50	50	50	50	50	50				0	400	\$ 124.07	\$ 49,628.00
Engineer Intern		40	40	40	40	40	40	40	40	40				0	320	\$ 75.66	\$ 24,211.20
Engineer Technician III		40	32	32	32	32	32	32	40	40				0	280	\$ 93.72	\$ 26,241.60
Inspector III			160	160	160	160	100							0	740	\$ 62.11	\$ 45,961.40
Administrative Assistant		8	4	4	4	4	4	4	8	8				0	44	\$ 75.33	\$ 3,314.52

STP-0210-00(036)LP/PA/108080-701000

STP-0210-00(036)LP/108080-701000		OVERTIME HOURS ONLY												On Job Months	Subtotal Hours	Hourly Rate	Extension
		Overtime Hours Per Month															
POSITION TITLE		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Inspector					20	40	40	20						0	120	\$ 74.98	\$ 8,997.60
															Labor Subtotal (Overtime)		
															\$ 8,997.60		

CONTRACTOR's Project Completion Time:
 Construction Cost Estimate:

75 Productive Days
 \$1,463,636

DIRECT COSTS ****

Neel-Schaffer, Inc.

Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Project Engineer			\$ 87.00			\$ 87.00
Engineer Intern						\$ -
Engineer Technician III			\$ 217.50			\$ 217.50
Inspector III			\$ 58.00			\$ 58.00
Administrative Assistant						\$ -
TOTAL						\$ 362.50

**** Provide detail for breakdown of Direct Costs

Project Engineer - 150 miles at \$0.58 per mile

Inspector - 375 miles at \$0.58 per mile

Engineer Technician - 100 miles at \$0.58 per mile

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name 38th Avenue Roadway

City of City of Hattiesburg

MDOT Project No. STP-0210-00(036)LPA/108080-701000

Testing Firm Name SoilTech Consultants

MDOT District Material Engineer Approval Date for the S&T Report 7/3/2019

Overhead Rate 185.00%

Profit 12.00%

Classification	Raw Wage Rate	Audited OH Rate	Profit	Regular Billing Rate
Project Engineer	\$ 64.75	\$ 119.79	\$ 22.14	\$ 206.68
Project Manager	\$ 37.94	\$ 70.19	\$ 12.98	\$ 121.10
Admin. Assistant	\$ 14.85	\$ 27.47	\$ 5.08	\$ 47.40
Sr. Field Technician	\$ 20.30	\$ 37.56	\$ 6.94	\$ 64.80
Field Technician	\$ 16.85	\$ 31.17	\$ 5.76	\$ 53.79

LABOR COSTS	Hours	Regular Billing Rate	Total
Project Engineer	4	\$ 206.68	\$ 826.72
Project Manager	8	\$ 121.10	\$ 968.80
Admin. Assistant	2	\$ 47.40	\$ 94.80
Sr. Field Technician	38	\$ 64.80	\$ 2,462.40
Field Technician	60	\$ 53.79	\$ 3,227.40
SUBTOTAL - LABOR COSTS	112		\$ 7,580.12

FIELD AND LABORATORY	Quantity	Unit	Unit Cost	Total Cost
pH Determination	1	Each	\$ 30.00	\$ 30.00
Atterberg Limits T 89 and T 90	1	Each	\$ 50.00	\$ 50.00
Grain Size Analyses(Gravel/Coarse Aggregate)	2	Each	\$ 85.00	\$ 170.00
Grain Size Analyses(Sand/Fine Aggregate)	3	Each	\$ 65.00	\$ 195.00
Concrete Compression Test ASTM C39 (3 Cylinders per set)	9	Each	\$ 18.00	\$ 162.00
Asphalt Core Bulk Gravity	4	Each	\$ 25.00	\$ 100.00
SUB-TOTAL - FIELD AND LABORATORY				\$ 707.00

EXPENSE ITEMS	Quantity	Rate	Total Cost
Automobile travel (estimated 23 trips at 160 miles R/T from Long Beach to Hattiesburg)	3680	x \$ 0.580	\$ 2,134.40
SUB-TOTAL - EXPENSE ITEMS			\$ 2,841.40

TOTAL PROPOSED FEE \$ 10,421.52**Senior Field Inspector Trip and Hourly Summary**

Description	Trips	Hours On Site	Total Hours
Soil Sample Pickup	1	0.5	3.5
Concrete/Asphalt Pickup (fine and coarse aggregate, etc)	1	3	6
Concrete Testing	3	2	15
Concrete Cylinder Pickup	3	0.5	10.5
Asphalt Plant Oversight	5	4.5	37.5
Asphalt Densities/Core Pickup	5	2	25
Totals	18		97.5

NOTES:

The above quantities are based on the LPA Sampling and Testing Proposal dated 7/1/2019.

One 1/2-hour trip was estimated for topsoil sample pickup.

One 3-hour trip was estimated for pickup of concrete and asphalt mix components (coarse and fine aggregate, ash, water, etc.).

It is estimated that the project will require less than 300 cubic yards of concrete. Concrete testing will require three trips with one set of three cylinders each based on small project guidelines of one set per 100 cubic yards.

It is estimated that three trips will be required for cylinder pickup.

It is estimated that the contractor will place a minimum of 350 tons of asphalt per day and that 5 trips will be required for asphalt plant oversight.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 5, 2019

Re: Acknowledge bids received September 26, 2019 for the Water System Improvements-Shadow Wood Drive, Huckleberry Lane, Audubon-Westwood and Lynnwood Neighborhoods Project, and accept the bid from C. B. Developers in the amount of \$884,981.68; Authorize Mayor to execute contracts upon preparation.
File Number: 2019-249
Minute Book #

Summary

Acknowledge bids received September 26, 2019 for the Water System Improvements-Shadow Wood Drive, Huckleberry Lane, Audubon-Westwood and Lynnwood Neighborhoods Project, and accept the bid from C. B. Developers in the amount of \$884,981.68; Authorize Mayor to execute contracts upon preparation.

Recommendation Statement

I recommend approval of this project.

Please place this on the November 5, 2019 City Council meeting for consideration.



Engineering Progress

October 15, 2019

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Water System Improvements Shadow Wood Drive & Huckleberry Lane
Audubon—Westwood & Lynnwood Neighborhoods
City of Hattiesburg, MS

Dear Lamar:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on September 26, 2019 for the above referenced project.

I am recommending C.B. Developers, Inc. of Hattiesburg, MS in the bid amount of Eight Hundred Eighty-Four Thousand, Nine Hundred Eighty-One Dollars and Sixty-Eight Cents (\$884,981.68).

Enclosed is a copy of the original bid from C.B. Developers, Inc. and original bids from all other bidders.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', written over a horizontal line.

Shea E. McNease, P.E.
Project Engineer

/md

BID TAB				September 26, 2019		C.B. Developers, Inc		T.L. Wallace Construction, Inc		Jay Bearden Construction, Inc		Grady Crawford Construction Co., Inc.		DNA Underground, LLC	
Project:		Water System Improvements Shadow Wood Drive & Huckleberry Lane Audubon-Westwood & Lynnwood Neighborhoods		City of Hattiesburg		1716 Evelyn Gandy Pkwy Hattiesburg, MS 39401		4025 HWY 35 N Columbia, MS 39429		P.O. Box 180428 Richland, MS 39218		P.O. Box 967 Baton Rouge, LA 70821		16101 S Swan Road Gulfport, MS 39503	
Project No.		11275													
BASE BID															
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Water Pipe Items															
1	2" & Under 150 PSI PVC Pipe for Connections (Open Cut)	20	Lin. Ft.	\$14.85	\$297.00	\$5.00	\$100.00	\$1.20	\$24.00	\$18.00	\$360.00	\$8.00	\$160.00		
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	100	Lin. Ft.	\$30.72	\$3,072.00	\$24.00	\$2,400.00	\$34.46	\$3,446.00	\$37.00	\$3,700.00	\$29.00	\$2,900.00		
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	9640	Lin. Ft.	\$24.14	\$232,709.60	\$26.50	\$255,460.00	\$26.33	\$253,821.20	\$28.00	\$269,920.00	\$28.00	\$269,920.00		
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2640	Lin. Ft.	\$32.19	\$84,981.60	\$33.00	\$87,120.00	\$35.39	\$93,429.60	\$33.50	\$88,440.00	\$31.00	\$81,840.00		
5	Tracer Wire System for Water	1	L.S.	\$28,391.90	\$28,391.90	\$25,555.00	\$25,555.00	\$40,818.00	\$40,818.00	\$37,000.00	\$37,000.00	\$27,000.00	\$27,000.00		
Water Connection Items															
6	Cut and Cap Existing Water Line in Place	4	Each	\$732.18	\$2,928.72	\$710.00	\$2,840.00	\$166.50	\$666.00	\$300.00	\$1,200.00	\$2,400.00	\$9,600.00		
7	Connection: Proposed 6" to Existing 4" (Tee & other Fittings)	2	Each	\$1,514.24	\$3,028.48	\$1,215.00	\$2,430.00	\$1,098.00	\$2,196.00	\$1,100.00	\$2,200.00	\$2,560.00	\$5,120.00		
8	Connection: Proposed 6" to Existing 6" (Various Fittings)	1	Each	\$1,253.50	\$1,253.50	\$905.00	\$905.00	\$701.00	\$701.00	\$1,100.00	\$1,100.00	\$2,560.00	\$2,560.00		
9	Connection: Proposed 6" to Existing 6" (Tee & other Fittings)	1	Each	\$1,398.76	\$1,398.76	\$1,256.00	\$1,256.00	\$922.00	\$922.00	\$1,100.00	\$1,100.00	\$2,480.00	\$2,480.00		
10	Connection: Proposed 6" to Existing 8" (Hot Tap w/ Valve Assembly)	6	Each	\$3,580.08	\$21,480.48	\$1,752.00	\$10,512.00	\$3,967.24	\$23,803.44	\$3,700.00	\$22,200.00	\$3,700.00	\$22,200.00		
11	Connection: Proposed 6" to Existing 10" (Hot Tap w/ Valve Assembly)	7	Each	\$3,693.72	\$25,856.04	\$1,845.00	\$12,915.00	\$4,156.86	\$29,098.02	\$2,500.00	\$17,500.00	\$4,300.00	\$30,100.00		
	Connection: Proposed 6" to Existing 12" (Hot Tap w/ Valve Assembly)	1	Each	\$4,420.04	\$4,420.04	\$1,992.00	\$1,992.00	\$4,392.00	\$4,392.00	\$4,150.00	\$4,150.00	\$5,030.00	\$5,030.00		
13	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	2	Each	\$987.57	\$1,975.14	\$1,079.00	\$2,158.00	\$565.20	\$1,130.40	\$1,600.00	\$3,200.00	\$2,480.00	\$4,960.00		
14	Connection: Proposed 8" to Existing 6" (Tee & other Fittings)	1	Each	\$2,399.22	\$2,399.22	\$1,703.00	\$1,703.00	\$2,085.00	\$2,085.00	\$1,650.00	\$1,650.00	\$3,030.00	\$3,030.00		
15	Connection: Proposed 8" to Proposed 6" (Tee & other Fittings)	6	Each	\$1,279.27	\$7,675.62	\$1,210.00	\$7,260.00	\$739.83	\$4,438.98	\$950.00	\$5,700.00	\$2,415.00	\$14,490.00		
16	Connection: Proposed 8" to Proposed 8" (Tee & other Fittings)	1	Each	\$1,326.13	\$1,326.13	\$1,265.00	\$1,265.00	\$811.38	\$811.38	\$1,400.00	\$1,400.00	\$2,650.00	\$2,650.00		
17	Connection: Proposed 8" to Existing 8" (Various Fittings)	1	Each	\$2,067.69	\$2,067.69	\$966.00	\$966.00	\$959.04	\$959.04	\$1,500.00	\$1,500.00	\$2,965.00	\$2,965.00		
18	Connection: Proposed 8" to Existing 10" (Hot Tap w/ Valve Assembly)	1	Each	\$4,490.33	\$4,490.33	\$2,217.00	\$2,217.00	\$5,479.26	\$5,479.26	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00		
19	Connection: Proposed 8" to Existing 18" (Hot Tap w/ Valve Assembly)	1	Each	\$6,309.66	\$6,309.66	\$3,065.00	\$3,065.00	\$6,560.00	\$6,560.00	\$6,100.00	\$6,100.00	\$6,600.00	\$6,600.00		
Water Valve Items															
20	4" Gate Valve	2	Each	\$930.17	\$1,860.34	\$659.00	\$1,318.00	\$1,127.00	\$2,254.00	\$875.00	\$1,750.00	\$1,550.00	\$3,100.00		
21	6" Gate Valve	21	Each	\$1,035.21	\$21,739.41	\$805.00	\$16,905.00	\$1,343.86	\$28,221.06	\$1,100.00	\$23,100.00	\$1,710.00	\$35,910.00		
22	8" Gate Valve	9	Each	\$1,388.22	\$12,493.98	\$1,125.00	\$10,125.00	\$1,910.78	\$17,197.02	\$1,500.00	\$13,500.00	\$2,055.00	\$18,495.00		
Water Fire Protection Items															
23	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	17	Each	\$3,895.24	\$66,219.08	\$3,125.00	\$53,125.00	\$5,109.24	\$86,857.08	\$4,300.00	\$73,100.00	\$2,390.00	\$40,630.00		
24	Removal of Existing Fire Hydrant	3	Each	\$937.19	\$2,811.57	\$372.00	\$1,116.00	\$500.00	\$1,500.00	\$325.00	\$975.00	\$242.00	\$726.00		
Water Service Items															
25	Residential Service Tap (¾") (Incl: Fittings, Tapping Saddle, Corp Stop, etc.)	160	Each	\$425.37	\$68,059.20	\$400.00	\$64,000.00	\$378.96	\$60,633.60	\$225.00	\$36,000.00	\$280.00	\$44,800.00		
26	¾" Service Tubing (Open Cut) (All Sizes)	675	LF	\$7.25	\$4,893.75	\$2.00	\$1,350.00	\$5.00	\$3,375.00	\$6.00	\$4,050.00	\$8.00	\$5,400.00		
27	¾" Service Tubing (Bored) (All Sizes)	3295	LF	\$7.25	\$23,888.75	\$15.50	\$51,072.50	\$5.00	\$16,475.00	\$9.00	\$29,655.00	\$21.00	\$69,195.00		
28	Remove, Relocate and Reset Existing Water Meter (incl. fittings, etc.)	1	Each	\$901.10	\$901.10	\$525.00	\$525.00	\$801.20	\$801.20	\$250.00	\$250.00	\$485.00	\$485.00		

BID TAB				September 26, 2019				C.B. Developers, Inc		T.L. Wallace Construction, Inc		Jay Bearden Construction, Inc		Grady Crawford Construction Co., Inc.		DNA Underground, LLC			
Project:		Water System Improvements Shadow Wood Drive & Huckleberry Lane Audubon-Westwood & Lynnwood Neighborhoods		City of Hattiesburg		1716 Evelyn Gandy Pkwy Hattiesburg, MS 39401		4025 HWY 35 N Columbia, MS 39429		P.O. Box 180428 Richland, MS 39218		P.O. Box 967 Baton Rouge, LA 70821		16101 S Swan Road Gulfport, MS 39503					
Project No.		11275																	
BASE BID																			
29	¾" Water Service Meter (Residential)	5	Each	\$781.97	\$3,909.85	\$410.00	\$2,050.00	\$635.00	\$3,175.00	\$795.00	\$3,975.00	\$1,220.00	\$6,100.00						
Miscellaneous Construction Items																			
30	Crushed Aggregate (Size 610)	513	Ton	\$53.48	\$27,435.24	\$68.00	\$34,884.00	\$82.00	\$42,066.00	\$55.00	\$28,215.00	\$62.00	\$31,806.00						
31	Select Fill Material (Class 9, Group C), LVM	1415	CY	\$15.70	\$22,215.50	\$19.50	\$27,592.50	\$12.00	\$16,980.00	\$30.00	\$42,450.00	\$13.00	\$18,395.00						
32	Concrete Pavement Repair (All Depths)	650	SY	\$87.86	\$57,109.00	\$90.00	\$58,500.00	\$65.00	\$42,250.00	\$90.00	\$58,500.00	\$76.00	\$49,400.00						
33	Brick Driveway Repair (All Depths)	13	SY	\$146.44	\$1,903.72	\$287.00	\$3,731.00	\$95.00	\$1,235.00	\$100.00	\$1,300.00	\$100.00	\$1,300.00						
34	9.5mm How Mix Asphalt	189	Ton	\$158.15	\$29,890.35	\$150.00	\$28,350.00	\$182.00	\$34,398.00	\$125.00	\$23,625.00	\$250.00	\$47,250.00						
35	19mm Hot Mix Asphalt	115	Ton	\$164.01	\$18,861.15	\$200.00	\$23,000.00	\$162.00	\$18,630.00	\$179.00	\$20,585.00	\$250.00	\$28,750.00						
36	Brick Sidewalk Repair (All Depths)	4	SY	\$117.15	\$468.60	\$552.00	\$2,208.00	\$95.00	\$380.00	\$100.00	\$400.00	\$100.00	\$400.00						
37	Concrete Sidewalk Repair (All Depths)	43	SY	\$87.86	\$3,777.98	\$86.00	\$3,698.00	\$45.00	\$1,935.00	\$75.00	\$3,225.00	\$73.00	\$3,139.00						
38	Concrete Curb & Gutter (Match Existing Type)	154	LF	\$76.15	\$11,727.10	\$45.00	\$6,930.00	\$24.00	\$3,696.00	\$35.00	\$5,390.00	\$54.00	\$8,316.00						
39	Remove, Salvage and Replace Chain Link Fence	75	LF	\$29.29	\$2,196.75	\$62.00	\$4,650.00	\$30.00	\$2,250.00	\$40.00	\$3,000.00	\$48.00	\$3,600.00						
40	6" Yellow Thermoplastic Detail Traffic Stripe	50	LF	\$11.71	\$585.50	\$12.00	\$600.00	\$1.20	\$60.00	\$35.00	\$1,750.00	\$13.00	\$650.00						
41	Legend White Thermoplastic Traffic Marking (6" Equivalent)	36	LF	\$11.71	\$421.56	\$12.00	\$432.00	\$1.20	\$43.20	\$35.00	\$1,260.00	\$13.00	\$468.00						
42	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	5480	SY	\$4.81	\$26,358.80	\$12.00	\$65,760.00	\$6.00	\$32,880.00	\$8.00	\$43,840.00	\$4.60	\$25,208.00						
43	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	1990	SF	\$5.86	\$11,661.40	\$9.00	\$17,910.00	\$8.00	\$15,920.00	\$5.00	\$9,950.00	\$5.60	\$11,144.00						
44	Clearing and Grubbing	1	Acre	\$6,443.21	\$6,443.21	\$1,900.00	\$1,900.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$1,015.00	\$1,015.00						
45	Temporary Erosion Control	1	LS	\$3,514.48	\$3,514.48	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$22,650.00	\$22,650.00						
46	Maintenance of Traffic	1	LS	\$5,857.47	\$5,857.47	\$5,200.00	\$5,200.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$22,650.00	\$22,650.00						
47	Mobilization	1	LS	\$11,714.93	\$11,714.93	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$69,000.00	\$69,000.00						
Bid Total:				\$884,981.68		\$963,551.00		\$969,493.48		\$997,765.00		\$1,069,087.00							

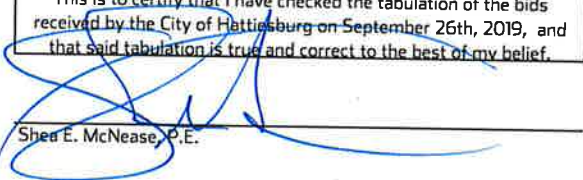
BID TAB	September 26, 2019	Hudson Contracting, Inc.
Project:	Water System Improvements Shadow Wood Drive & Huckleberry Lane Audubon-Westwood & Lynnwood Neighborhoods	P.O. Box 30
	City of Hattiesburg	Waynesboro, MS 39367
Project No.	11275	

BASE BID					
Item No.	Item Description	Quantity	Unit	Unit Price	Amount
	Water Pipe Items				
1	2" & Under 150 PSI PVC Pipe for Connections (Open Cut)	20	Lin. Ft.	\$25.00	\$500.00
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	100	Lin. Ft.	\$45.00	\$4,500.00
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	9640	Lin. Ft.	\$38.00	\$366,320.00
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2640	Lin. Ft.	\$47.00	\$124,080.00
5	Tracer Wire System for Water	1	L.S.	\$24,000.00	\$24,000.00
	Water Connection Items				
6	Cut and Cap Existing Water Line in Place	4	Each	\$800.00	\$3,200.00
7	Connection: Proposed 6" to Existing 4" (Tee & other Fittings)	2	Each	\$1,850.00	\$3,700.00
8	Connection: Proposed 6" to Existing 6" (Various Fittings)	1	Each	\$1,700.00	\$1,700.00
9	Connection: Proposed 6" to Existing 6" (Tee & other Fittings)	1	Each	\$1,800.00	\$1,800.00
10	Connection: Proposed 6" to Existing 8" (Hot Tap w/ Valve Assembly)	6	Each	\$3,100.00	\$18,600.00
11	Connection: Proposed 6" to Existing 10" (Hot Tap w/ Valve Assembly)	7	Each	\$3,800.00	\$26,600.00
12	Connection: Proposed 6" to Existing 12" (Hot Tap w/ Valve Assembly)	1	Each	\$4,000.00	\$4,000.00
13	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	2	Each	\$1,650.00	\$3,300.00
14	Connection: Proposed 8" to Existing 6" (Tee & other Fittings)	1	Each	\$2,200.00	\$2,200.00
15	Connection: Proposed 8" to Proposed 6" (Tee & other Fittings)	6	Each	\$2,000.00	\$12,000.00
16	Connection: Proposed 8" to Proposed 8" (Tee & other Fittings)	1	Each	\$1,800.00	\$1,800.00
17	Connection: Proposed 8" to Existing 8" (Various Fittings)	1	Each	\$2,200.00	\$2,200.00
18	Connection: Proposed 8" to Existing 10" (Hot Tap w/ Valve Assembly)	1	Each	\$5,500.00	\$5,500.00
19	Connection: Proposed 8" to Existing 18" (Hot Tap w/ Valve Assembly)	1	Each	\$7,500.00	\$7,500.00
	Water Valve Items				
20	4" Gate Valve	2	Each	\$835.00	\$1,670.00
21	6" Gate Valve	21	Each	\$1,000.00	\$21,000.00
22	8" Gate Valve	9	Each	\$1,400.00	\$12,600.00
	Water Fire Protection Items				
23	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	17	Each	\$4,265.00	\$72,505.00
24	Removal of Existing Fire Hydrant	3	Each	\$700.00	\$2,100.00
	Water Service Items				
25	Residential Service Tap (¾") (Incl: Fittings, Tapping Saddle, Corp Stop, etc.)	160	Each	\$350.00	\$56,000.00
26	¾" Service Tubing (Open Cut) (All Sizes)	675	LF	\$7.00	\$4,725.00
27	¾" Service Tubing (Bored) (All Sizes)	3295	LF	\$10.00	\$32,950.00
28	Remove, Relocate and Reset Existing Water Meter (incl. fittings, etc.)	1	Each	\$400.00	\$400.00

BID TAB	September 26, 2019	Hudson Contracting, Inc.
Project:	Water System Improvements Shadow Wood Drive & Huckleberry Lane Audubon-Westwood & Lynnwood Neighborhoods	P.O. Box 30
	City of Hattiesburg	Waynesboro, MS 39367
Project No.	11275	

BASE BID					
29	¾" Water Service Meter (Residential)	5	Each	\$800.00	\$4,000.00
Miscellaneous Construction Items					
30	Crushed Aggregate (Size 610)	513	Ton	\$55.00	\$28,215.00
31	Select Fill Material (Class 9, Group C), LVM	1415	CY	\$12.00	\$16,980.00
32	Concrete Pavement Repair (All Depths)	650	SY	\$90.00	\$58,500.00
33	Brick Driveway Repair (All Depths)	13	SY	\$90.00	\$1,170.00
34	9.5mm How Mix Asphalt	189	Ton	\$225.00	\$42,525.00
35	19mm Hot Mix Asphalt	115	Ton	\$275.00	\$31,625.00
36	Brick Sidewalk Repair (All Depths)	4	SY	\$90.00	\$360.00
37	Concrete Sidewalk Repair (All Depths)	43	SY	\$90.00	\$3,870.00
38	Concrete Curb & Gutter (Match Existing Type)	154	LF	\$35.00	\$5,390.00
39	Remove, Salvage and Replace Chain Link Fence	75	LF	\$14.00	\$1,050.00
40	6" Yellow Thermoplastic Detail Traffic Stripe	50	LF	\$25.00	\$1,250.00
41	Legend White Thermoplastic Traffic Marking (6" Equivalent)	36	LF	\$20.00	\$720.00
42	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	5480	SY	\$6.00	\$32,880.00
43	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	1990	SF	\$10.00	\$19,900.00
44	Clearing and Grubbing	1	Acre	\$1,000.00	\$1,000.00
45	Temporary Erosion Control	1	LS	\$3,500.00	\$3,500.00
46	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00
47	Mobilization	1	LS	\$55,000.00	\$55,000.00
Bid Total:					\$1,130,385.00

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on September 26th, 2019, and that said tabulation is true and correct to the best of my belief.



Shea E. McNease, P.E.

Comments:

*Mathematical Correction

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

GAS
SPIRE INC.
315 MAIN STREET
HATTIESBURG, MS 39401
(601) 544-6001

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 420
RIDGELAND, MS 39157

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

CONSTRUCTION PLANS

FOR

WATER SYSTEM
IMPROVEMENTS

SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON - WESTWOOD & LYNNWOOD
NEIGHBORHOODS

FOR THE

CITY OF HATTIESBURG

FORREST & LAMAR COUNTIES
MISSISSIPPI



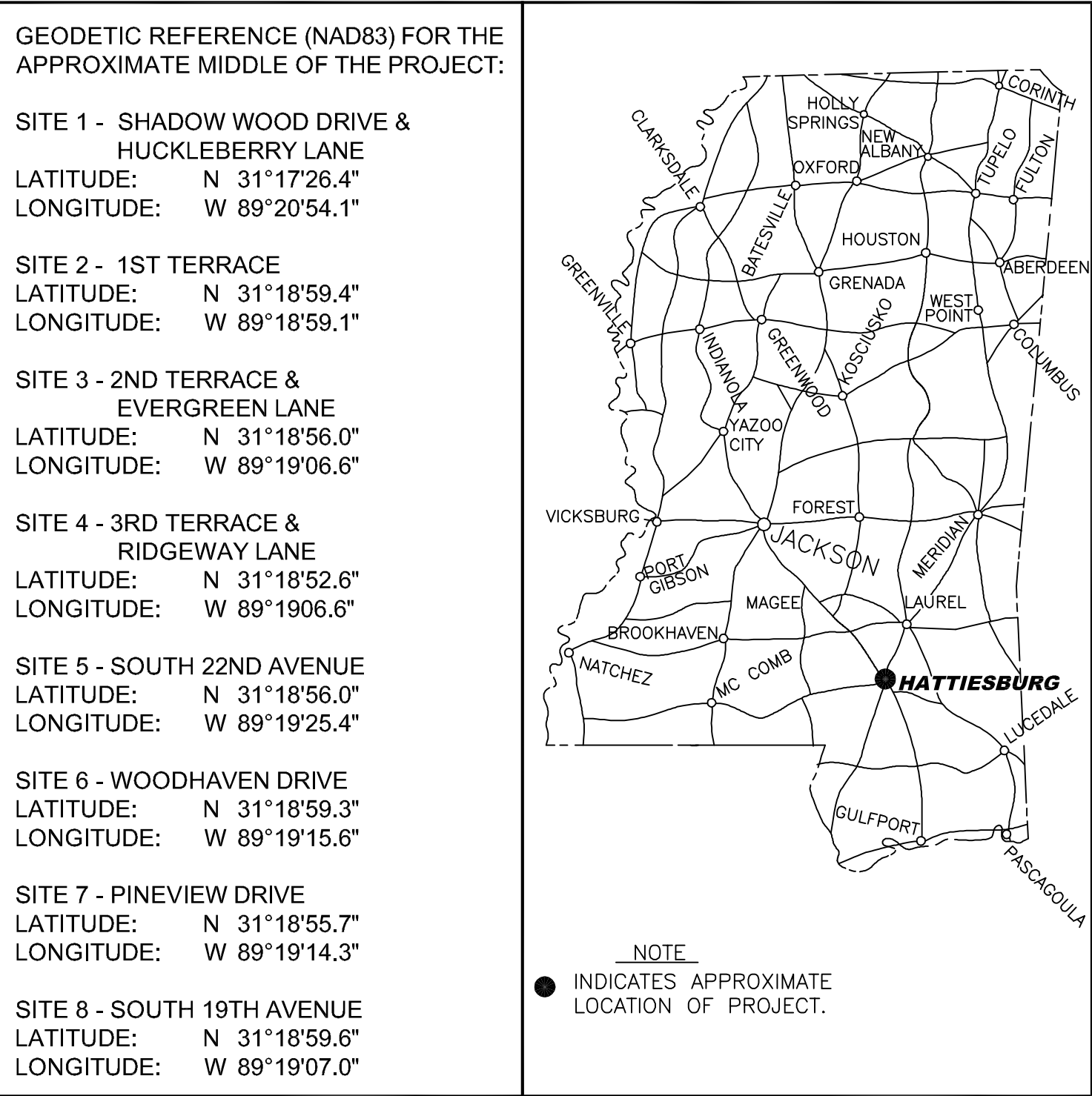
Know what's below.
Call before you dig.

SPECIAL UTILITY NOTES:

1. UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
2. THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
18100913070905	SHADOW WOOD DRIVE
18100914321101	HUCKLEBERRY LANE
18110514141125	1ST TERRACE
18120508540330	EVERGREEN LANE & 2ND TERRACE
18120716490954	RIDGEWAY LANE & 3RD TERRACE
18121316111078	PINEVIEW DRIVE
18121315591068	WOODHAVEN DRIVE
19032915371104	SOUTH 19TH AVENUE
19032915441111	SOUTH 22ND AVENUE

JULY 2019



DETAILED INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP
3	PROJECT MAP
4	GENERAL NOTES AND SYMBOL LEGENDS
5	SITE PLAN - SHADOW WOOD DRIVE
6	SITE PLAN - SHADOW WOOD DRIVE
7	SITE PLAN - 1ST TERRACE
8	SITE PLAN - EVERGREEN LANE
9	SITE PLAN - 2ND TERRACE
10	SITE PLAN - RIDGEWAY LANE
11	SITE PLAN - RIDGEWAY LANE
12	SITE PLAN - 3RD TERRACE
13	SITE PLAN - WOODHAVEN DRIVE
14	SITE PLAN - SOUTH 22ND AVENUE
15	SITE PLAN - PINEVIEW DRIVE
16	SITE PLAN - SOUTH 19TH AVENUE
17	WATER INSTALLATION DETAILS
18	WATER INSTALLATION DETAILS
19	TRACER WIRE DETAILS
20	VEGETATION SCHEDULE
21	PAVEMENT REPAIR & MARKING DETAILS
6101	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
6102	DETAILS OF SEDIMENT BARRIER APPLICATIONS
6103	DETAILS OF SILT FENCE INSTALLATION
6104	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
6106	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
6351	TRAFFIC CONTROL PLAN WITH FLAGGER
6358	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS

MAYOR

Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffery George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

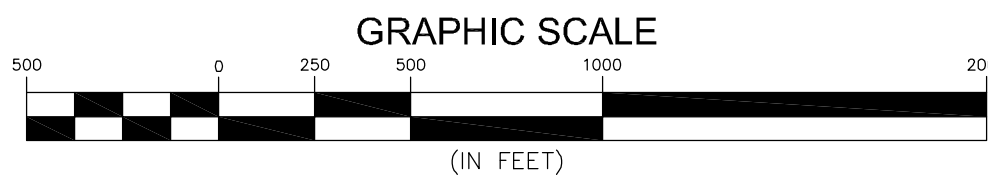
Lamar Rutland, PE

PREPARED BY:

sdw
Engineering Progress

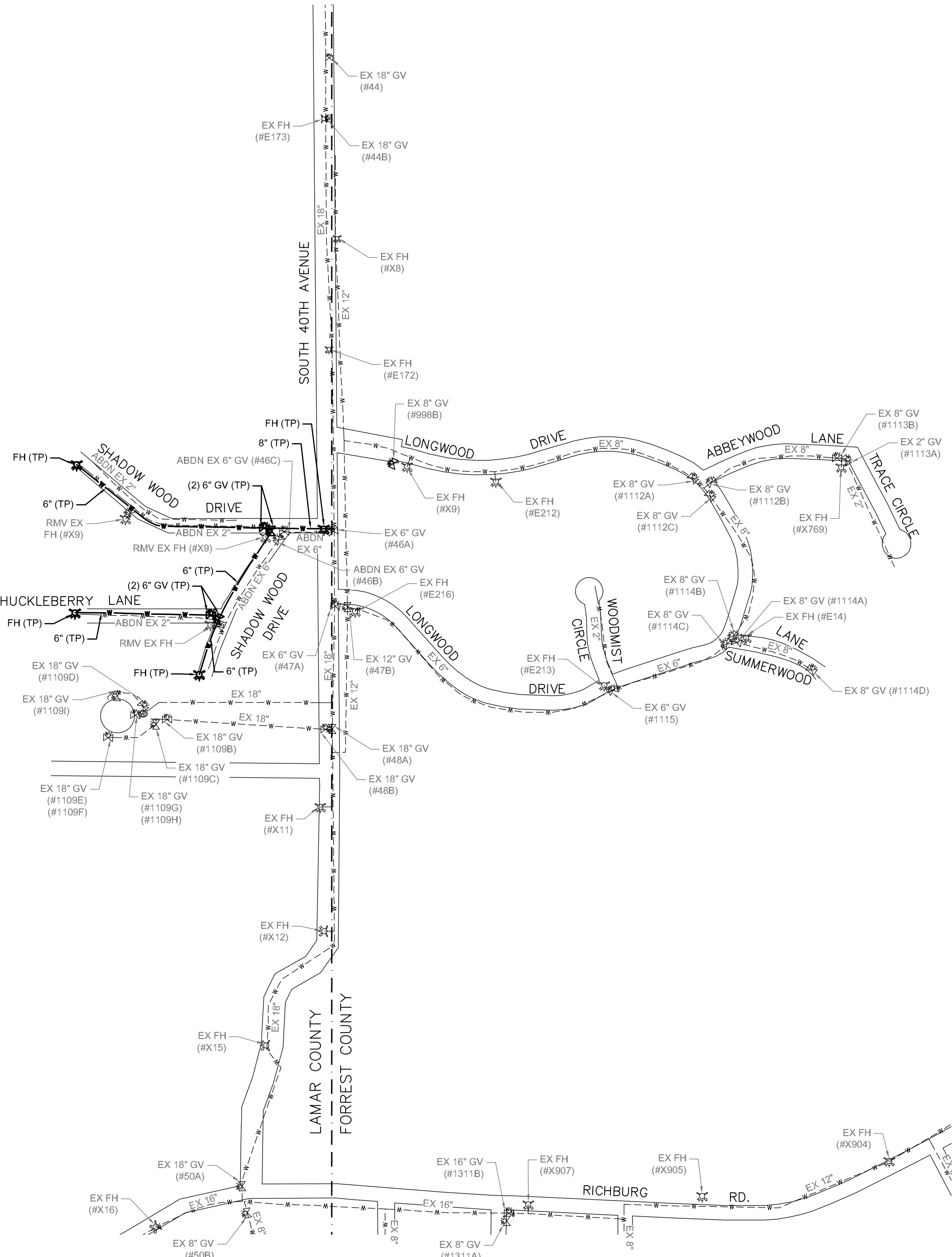
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (c) 601.544.1821 | sd-w.com

Sheet No. 1
Drawing No.: 11275

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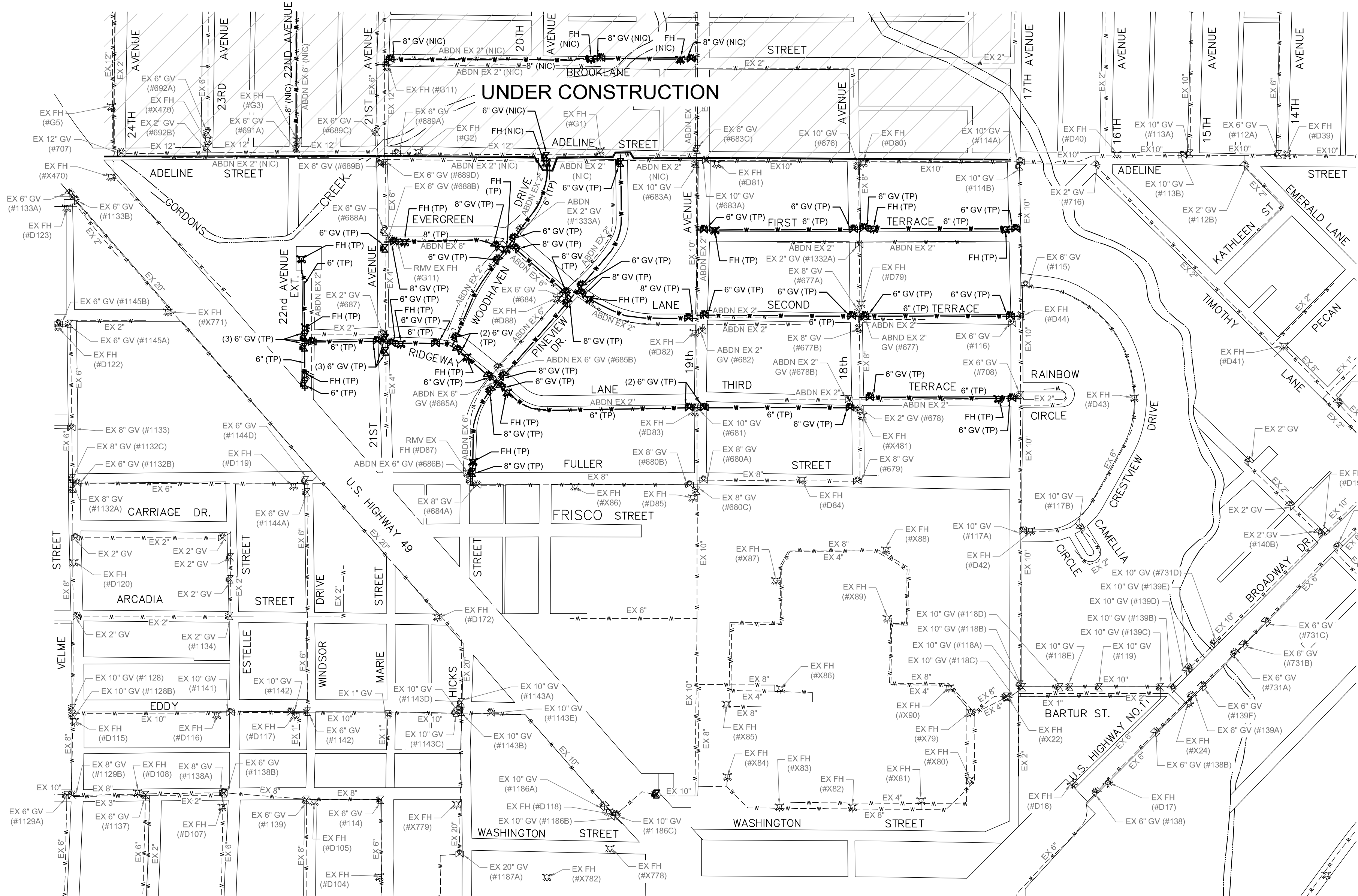
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INTERSTATE NO. 59



SHADOWWOOD DRIVE & HUCKLEBERRY LANE AREA

SCALE: 1" = 300'



AUDUBON - WESTWOOD & LYNNWOOD NEIGHBORHOODS

SCALE: 1" = 300'

LEGEND:

- ABND - ABANDONED
- EX - EXISTING
- EXIST FIRE HYDRANT
- EXIST WATER VALVE
- FH - FIRE HYDRANT
- GV - GATE VALVE
- NIC - NOT IN CONTRACT
- RMV - REMOVED
- TP - THIS PROJECT

NO.	DATE	DESCRIPTION	BY
WATER SYSTEM MAPS			
WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST & LAMAR COUNTIES, MISSISSIPPI			
Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 04/16/2019		Scale: AS NOTED	
Drawing No.: 11275		Sheet No. 3	

ABBREVIATION LEGEND:

APPURT	- APPURTENANCES
ASPLT	- ASPHALT
BLDG	- BUILDING
CONC	- CONCRETE
CON	- CONNECTION
CMP	- CORRUGATED METAL PIPE
CPP	- CORRUGATED PLASTIC PIPE
DRV	- DRIVE
DI	- DUCTILE IRON PIPE
EXIST	- EXISTING
NIC	- NOT IN CONTRACT
ℙ	- PROPERTY LINE
RCAP	- REINFORCED CONCRETE ARCHED PIPE
RCP	- REINFORCED CONCRETE PIPE
REQ'D	- REQUIRED
ROW	- RIGHT OF WAY
TYP	- TYPICAL
W/	- WITH

SYMBOL LEGEND:

	- BUSH
	- CREPE MYRTLE
	- FENCE
	- FIBER OPTIC INDICATOR POST
	- FIBER OPTIC PULL BOX
	- FIBER OPTIC PEDESTAL
	- FIRE HYDRANT
	- GAS INDICATOR POST
	- GAS LINE
	- GAS VALVE
	- LIGHT ON POLE
	- MAIL BOX
	- OVERHEAD POWER LINE
	- POLE GUY WIRE
	- PROPERTY LINE
	- POWER PULL BOX
	- SAN SWR CLEAN-OUT
	- SAN SWR LINE
	- SAN SWR MANHOLE
	- SAN SWR PUMP STATION
	- SIGN
	- SUBDIVISION LOT LINES
	- TELEPHONE PEDESTAL
	- TREE LINE
	- OVERHEAD TELEPHONE LINE
	- UTILITY POLE
	- WATER LINE
	- WATER METER
	- WATER VALVE

NOTE

ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

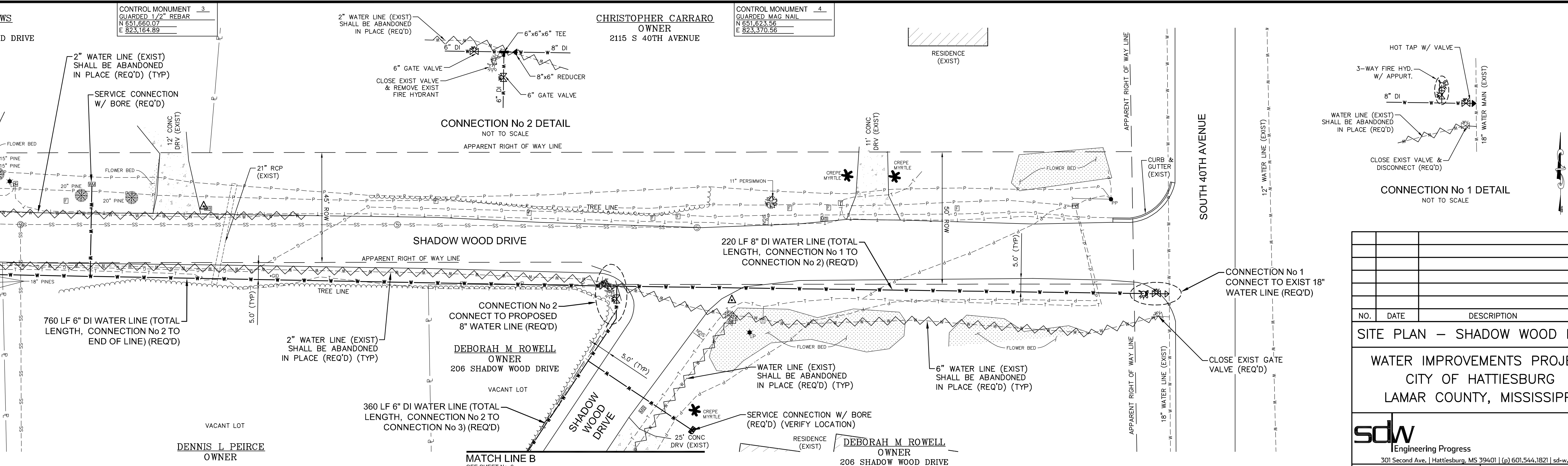
GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA SHALL BE COLLECTED AND PUT ON THE DRAWINGS DAILY. DATA SHALL INCLUDE THE LOCATION, SIZE AND TYPE OF ALL EXISTING AND INSTALLED WATER LINES, WATER VALVES, FIRE HYDRANTS AND WATER METERS. FINAL COMPLETION OF THE PROJECT SHALL BE DEPENDANT ON THE SUBMISSION AND APPROVAL OF SAID AS BUILT PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
- ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
- ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 250 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
- ALL DISTURBED UNPAVED AREAS SHALL BE RESTORED AS FOLLOWS:
 - GRASSED AREAS SHALL RECEIVE SOLID SOD WHICH SHALL BE FERTILIZED AND WATERED AS PER THE VEGETATION SCHEDULE. PERMANENT ESTABLISHMENT OF GRASS GROWTH SHALL BE A REQUIREMENT BEFORE FINAL COMPLETION.
 - ALL LANDSCAPED AREAS SHALL BE RESTORED IN KIND AND SHALL INCLUDE TOP SOIL (4" DEPTH MIN), WATERING, FERTILIZER AND MULCH, IF PRESENT (IN KIND), AS PER THE VEGETATION SCHEDULE. CONTRACTOR SHALL MATCH SPECIES AND SIZE AS CLOSE AS POSSIBLE. SUBSTITUTIONS SHALL BE ALLOWED ONLY BY WRITTEN APPROVAL FROM THE ENGINEER AND COORDINATION WITH THE AFFECTED RESIDENT.
- PAVED ROADS SHALL BE OPEN CUT REPAIRED AS DETAILED. CASING SHALL BE USED ONLY WHERE NOTED ON THE PLANS.
- ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
- ALL PAVED DRIVEWAYS SHALL BE OPEN CUT AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
- ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
- ALL TRENCHES IN PAVED AREAS SHALL BE REPAIR AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAIL). ALL CRUSHED AGGREGATE MAY BE LIMESTONE OR CONCRETE AND SHALL BE SIZE 825. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. SAW CUT TO FULL DEPTH OF EXISTING PAVEMENT SHALL BE REQUIRED ON ALL PAVEMENT REPAIR, UNLESS OTHERWISE DIRECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
- ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
- ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED FOR TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
- PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
- WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACED IS PAVED.
- THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
- THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

WATER NOTES

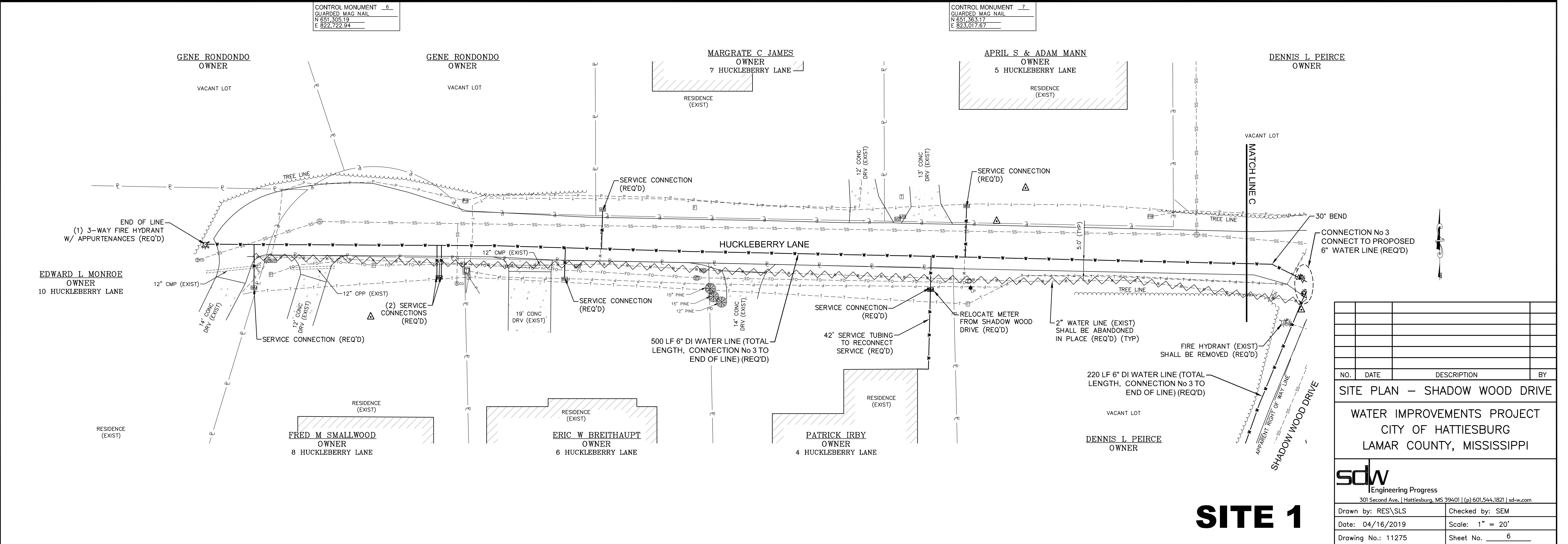
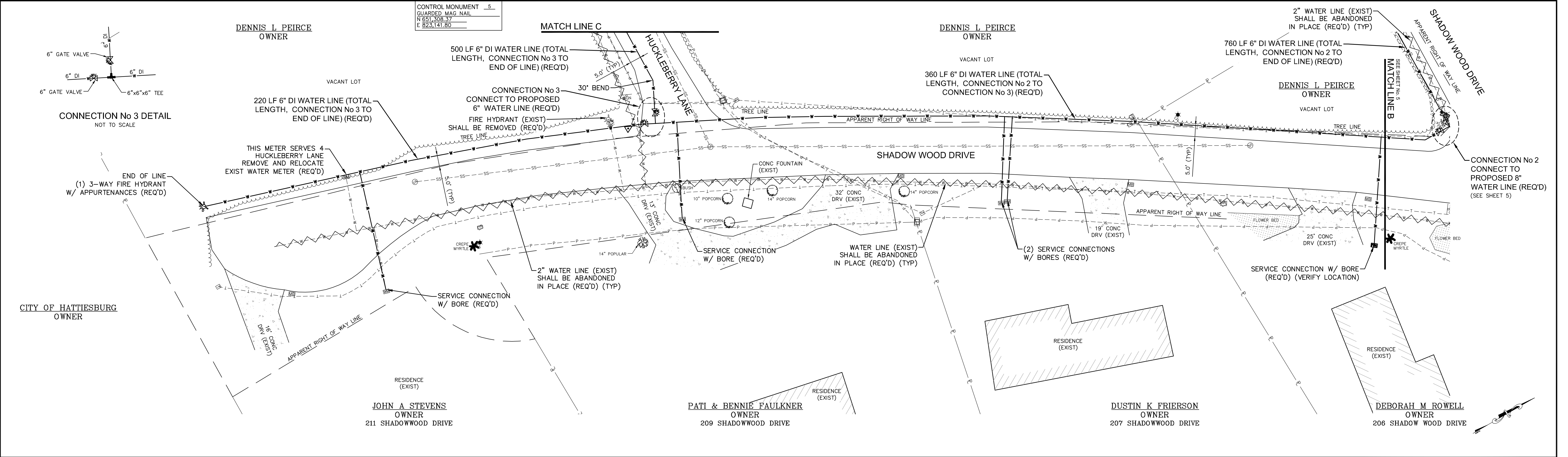
- ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
- NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
- WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
- THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
- ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, AND/OR HDPE DR11, 200 PSI, AS NOTED ON PLANS.
- ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
- ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5', 30', 45'...). SINGLE 90° BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90° BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
- ALL PROPOSED FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL HYDRANTS SHALL BE SAFETY YELLOW IN COLOR FROM THE MANUFACTURER. ACCEPTABLE FIRE HYDRANTS SHALL BE M & H, MUELLER AND AMERICAN DARLING.
- FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
- ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES.
- ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.
- ALL EXISTING WATER LINES NOTED FOR ABANDONMENT ON THIS PROJECT SHALL BE COMPLETELY DISCONNECTED FROM THE EXISTING SYSTEM AND CAPPED.
- PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
- ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
- ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL ITEMS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL FIRE HYDRANTS AND VALVES REMOVED FROM THE PROJECT SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)
- A CRITERIA FOR THIS PROJECT IS TO ELIMINATE UNDER SIZED (UNDER 4" DIAMETER) WATER MAINS WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING WATER METERS ALONG ALL STREETS WITHIN THE PROJECT AREA WHICH ARE NOTED TO WATER MAIN CONSTRUCTION. SOME METERS MAY NOT HAVE BEEN LOCATED DURING THE DESIGN PHASE OF THIS PROJECT DUE TO FIELD CONDITIONS. HOWEVER, ALL METERS WITHIN THE PROJECT AREA SHALL BE CONNECTED TO A NEW WATER MAIN OR AN ADJACENT LARGE SIZE (4" DIAMETER AND OVER) WATER MAIN.
- UNLESS OTHER WISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE, WHICH IS PRESENTLY CONNECTED TO AN EXISTING WATER MAIN THAT IS NOTED FOR ABANDONMENT ON THIS PROJECT, TO A PROPOSED ADJACENT WATER LINE.
 - SERVICE SHALL INCLUDE (BUT MAY NOT BE LIMITED TO) TAPPING SADDLE, CORPORATION STOP, SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE AND/OR ALL NECESSARY FITTINGS. SERVICE RECONNECTIONS SHALL BE PAID PER EACH AS OUTLINED IN THE BID DOCUMENTS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE MAIN AND THE CONNECTION TO THE EXISTING METER.
 - NEW SERVICE CONNECTIONS SHALL BE INSTALLED AS ONE CONTINUOUS PIPE FROM THE WATER MAIN TO THE METER. SPLICES SHALL NOT BE ALLOWED. THE ENTIRE SERVICE BETWEEN THE METER AND THE NEW MAIN SHALL BE REPLACED. SERVICE LINE BORES SHALL BE PAID SEPARATELY.
 - METERS SHALL ONLY BE INSTALLED WHERE NOTED ON THE PLANS AND SHALL BE PAID SEPARATELY. METERS SHALL MATCH SERVICE LINE SIZE AND BE OF BRAND/TYPE SPECIFIED BY THE OWNER,

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 04/16/2019		Scale: NONE	
Drawing No.: 11275		Sheet No. 4	



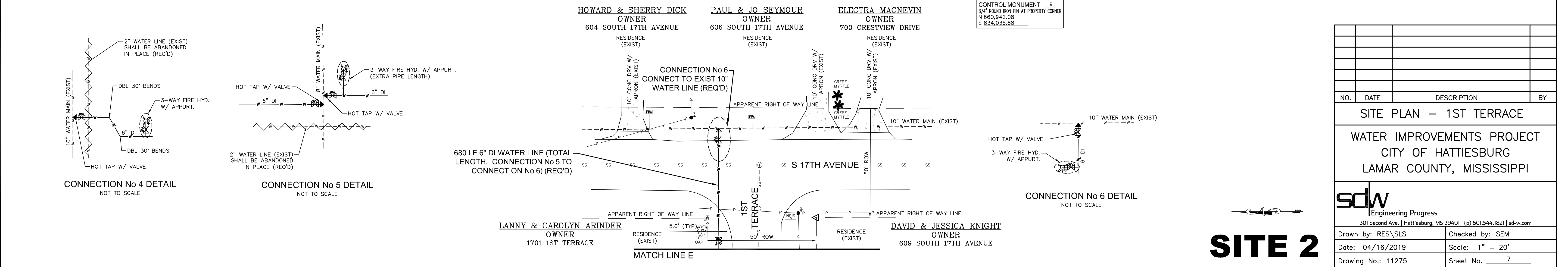
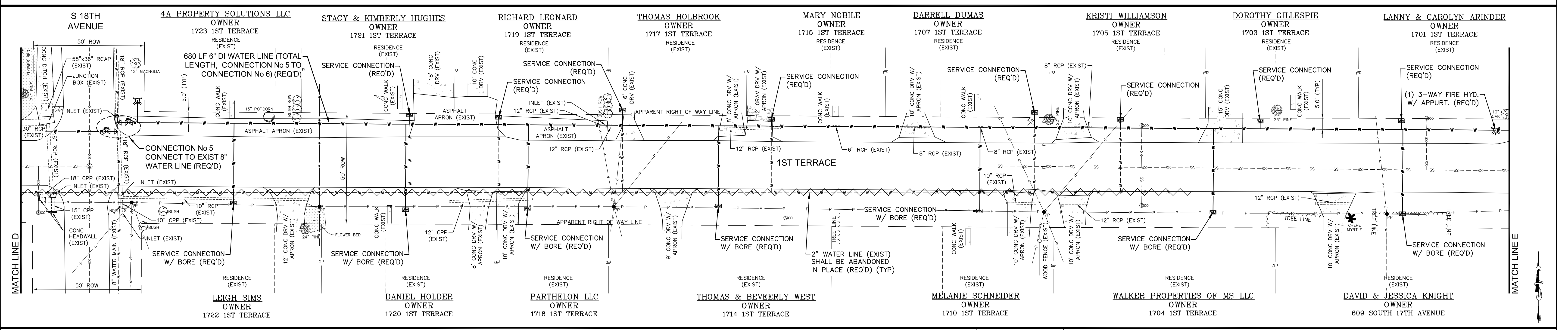
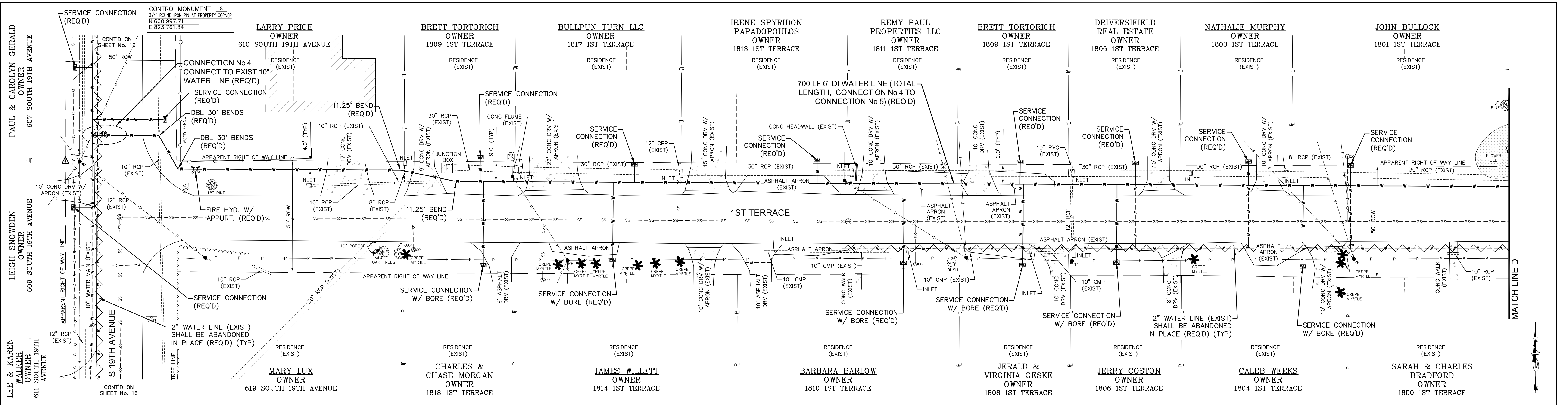
SITE 1

NO.	DATE	DESCRIPTION	BY
SITE PLAN – SHADOW WOOD DRIVE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
			
Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Date: 04/16/2019		Scale: 1" = 20'	
Drawn No.: 11275		Sheet No. <u>5</u>	



SITE 1

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NO.	DATE	DESCRIPTION	BY

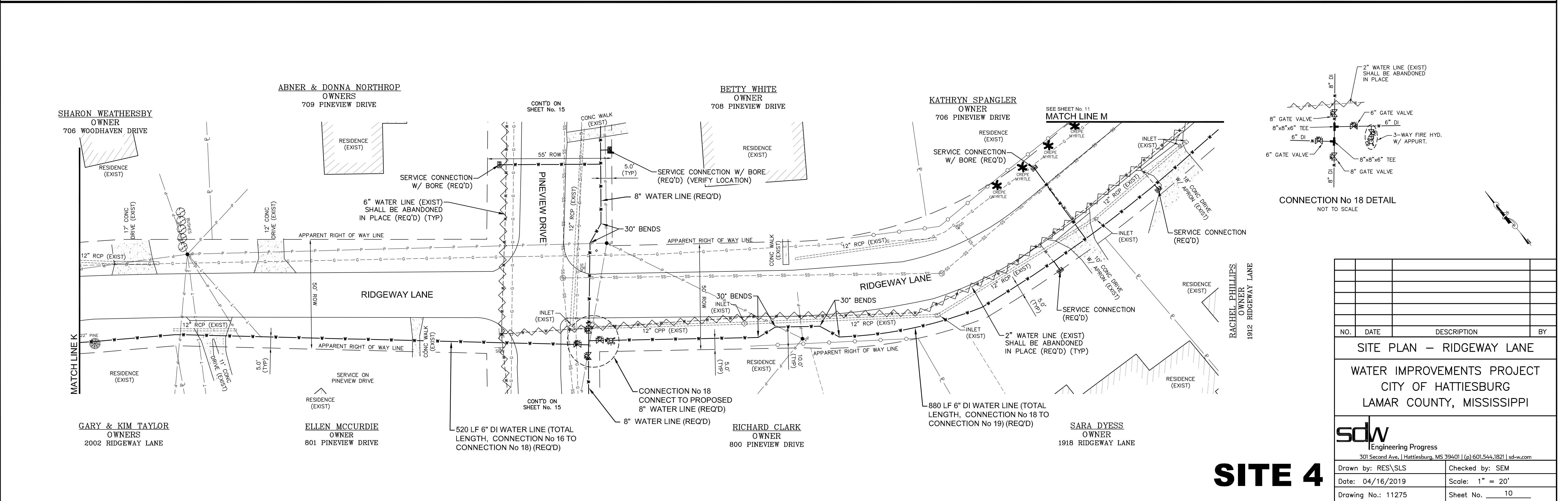
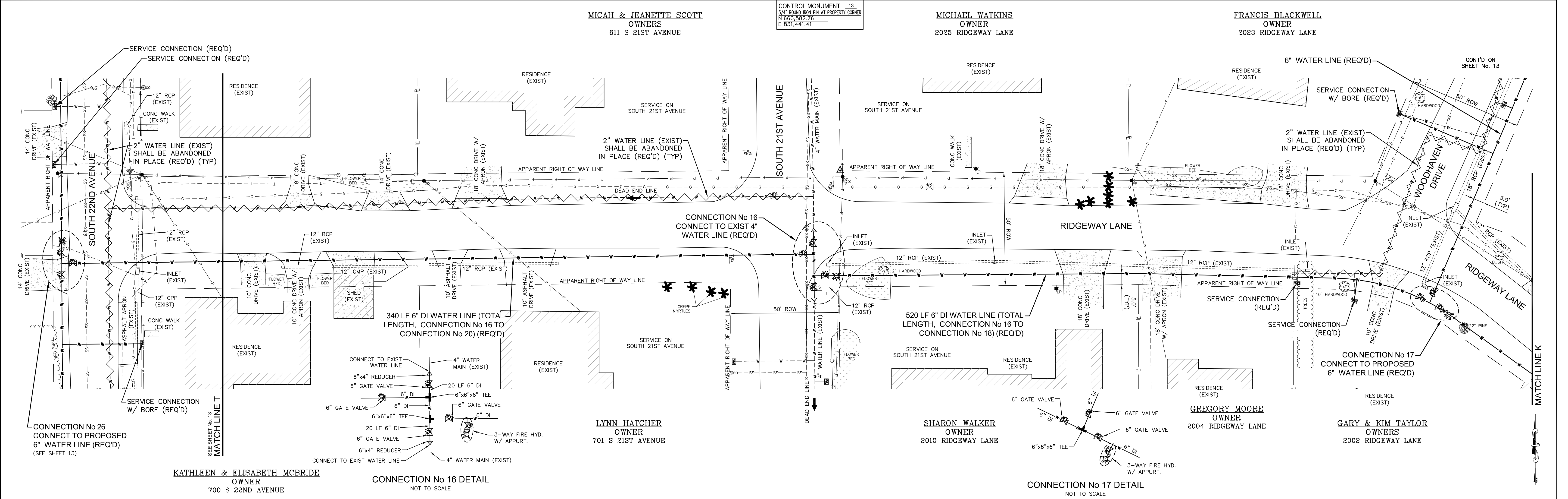
SITE PLAN – 1ST TERRACE

WATER IMPROVEMENTS PROJECT
CITY OF HATTIESBURG
LAMAR COUNTY, MISSISSIPPI

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Date: 04/16/2019	Scale: 1" = 20'
Drawing No.: 11275	Sheet No.: 7

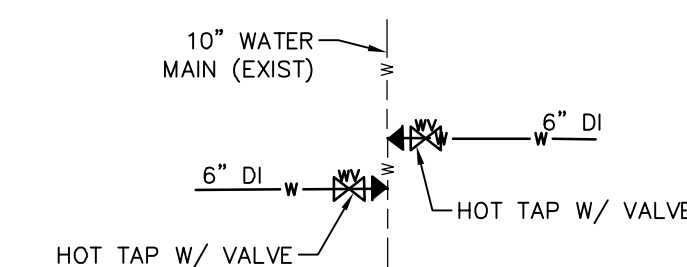
SITE 2



SITE 4

NO.	DATE	DESCRIPTION	BY
SITE PLAN – RIDGEWAY LANE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw			
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301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Date: 04/16/2019		Scale: 1" = 20'	
Drawing No.: 11275		Sheet No. 10	

CONTROL MONUMENT 14
3/4" ROUND IRON PIN AT PROPERTY CORNER
N 660,306.61
E 832,714.45



CONNECTION No 19 DETAIL
NOT TO SCALE

KATHRYN SPANGLER
OWNER
706 PINEVIEW DRIVE

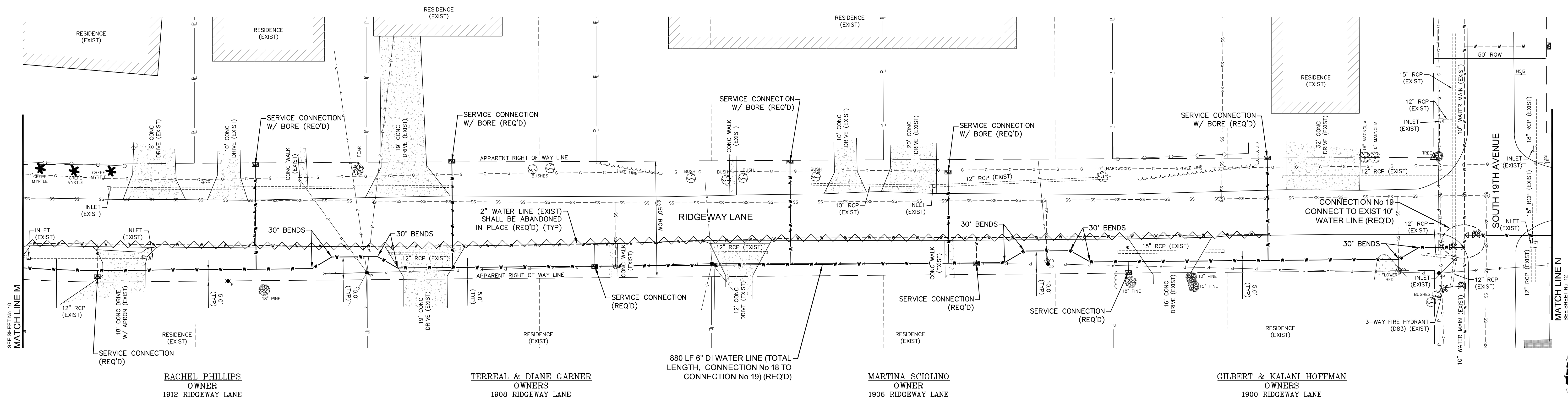
ANTHONY LOK
OWNER
1913 RIDGEWAY LANE

ALLEN CAMPBELL
1911 RIDGEWAY LANE
PPIN 25058

DONALD & JESSICA DAVIS
OWNERS
1907 RIDGEWAY LANE

SAMUEL & STEPHANIE WALKIER
OWNERS
1905 RIDGEWAY LANE

DOUGLAS & MARY RUST
OWNERS
711 S 19TH AVENUE



Nº	DATE	DESCRIPTION	BY

SITE PLAN – RIDGEWAY LANE

WATER IMPROVEMENTS PROJECT
CITY OF HATTIESBURG
LAMAR COUNTY, MISSISSIPPI



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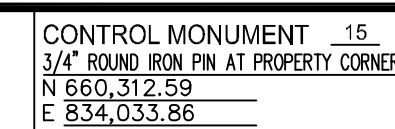
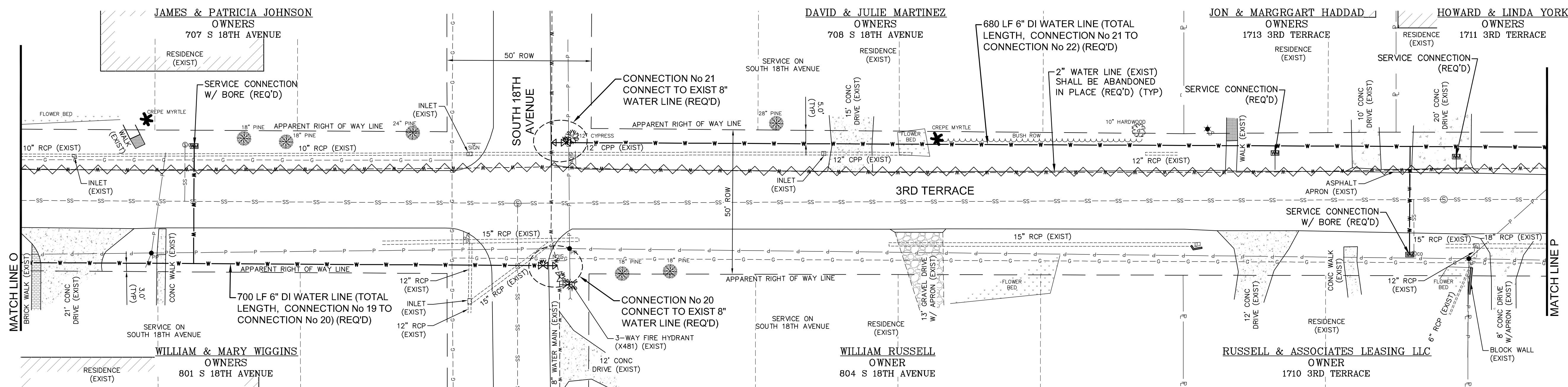
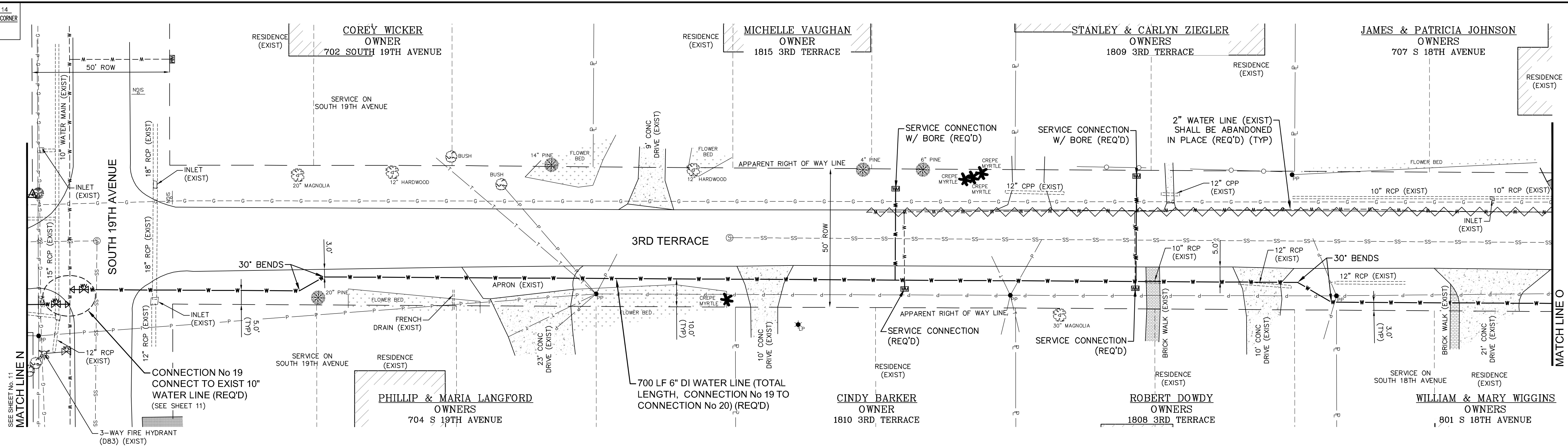
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Date: 04/16/2019

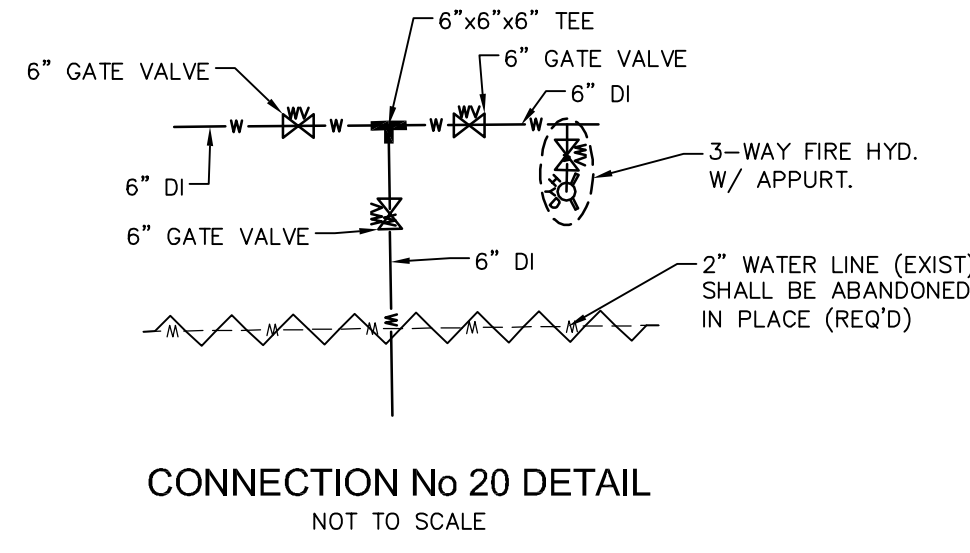
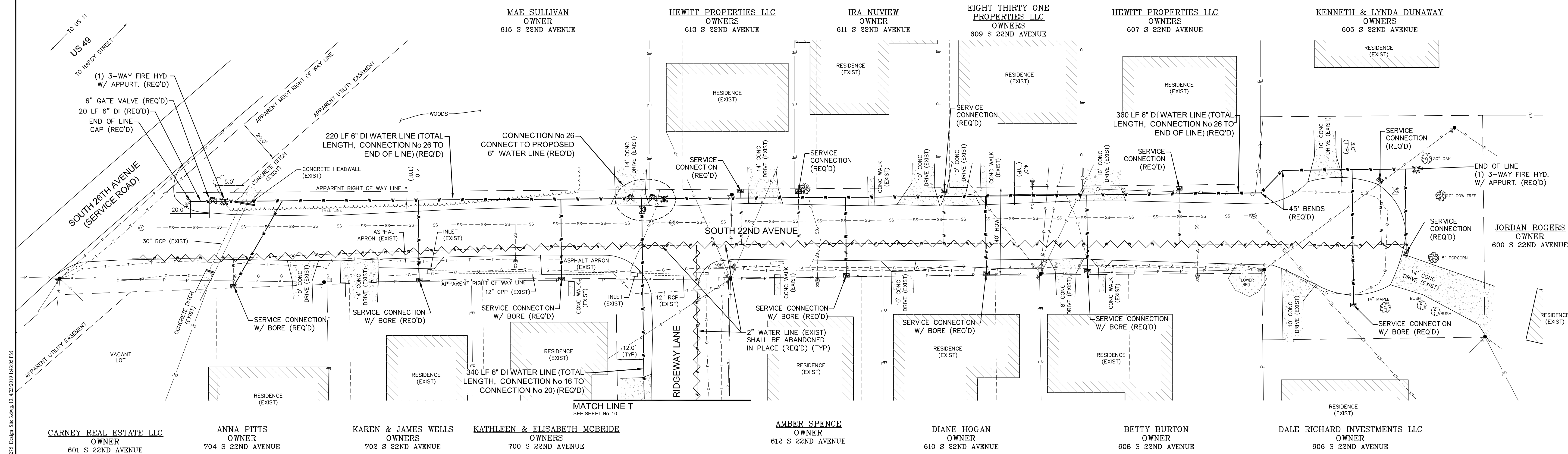
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St. Louis	1		

SITE 4



SITE 4

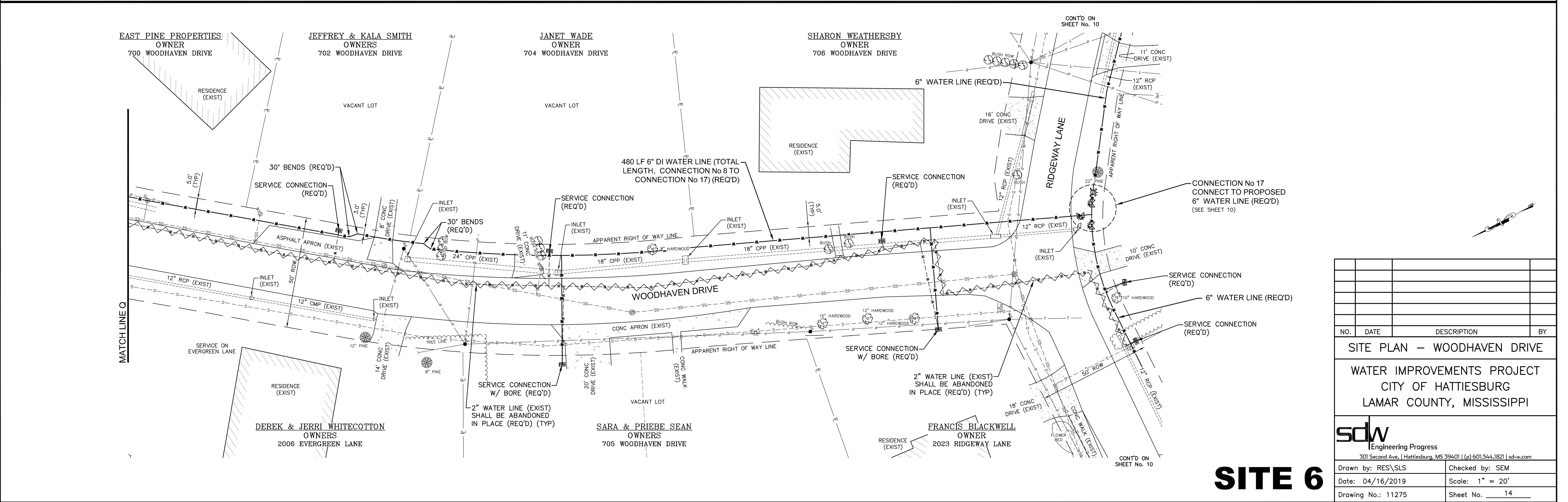
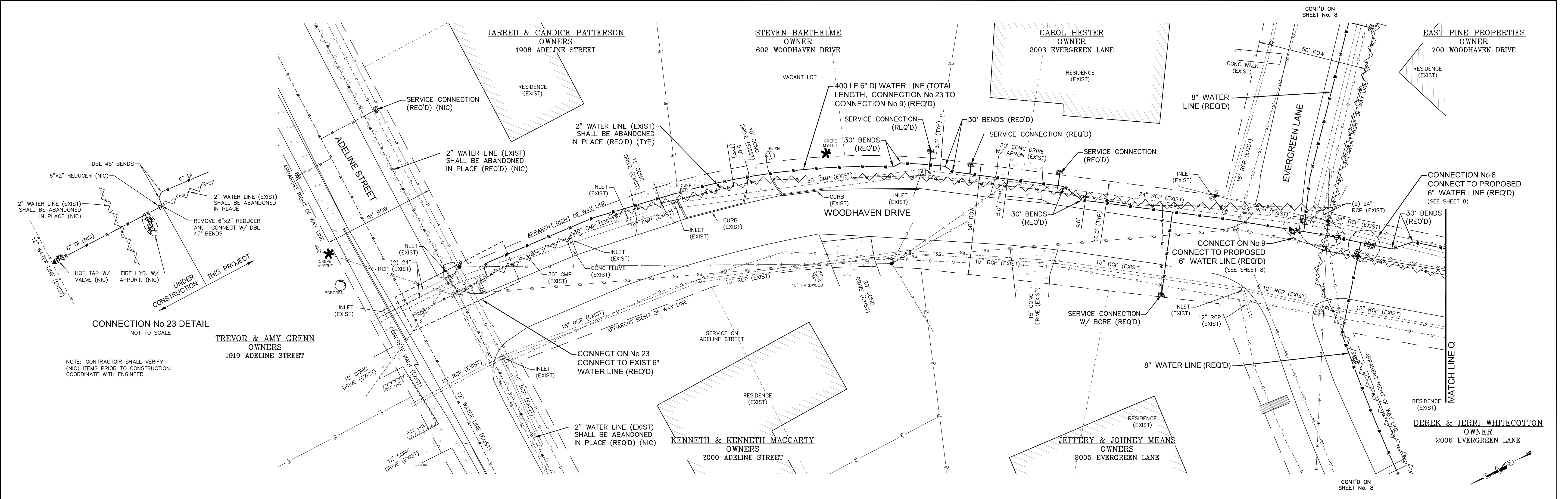
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NO.	DATE	DESCRIPTION	BY
SITE PLAN – SOUTH 22ND AVENUE			
WATER IMPROVEMENTS PROJECT CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 04/16/2019		Scale: 1" = 20'	
Drawing No.: 11275		Sheet No. 13	

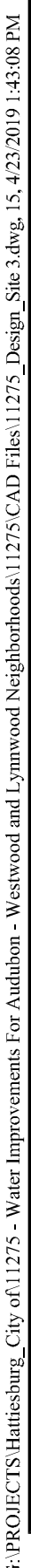
SITE 5

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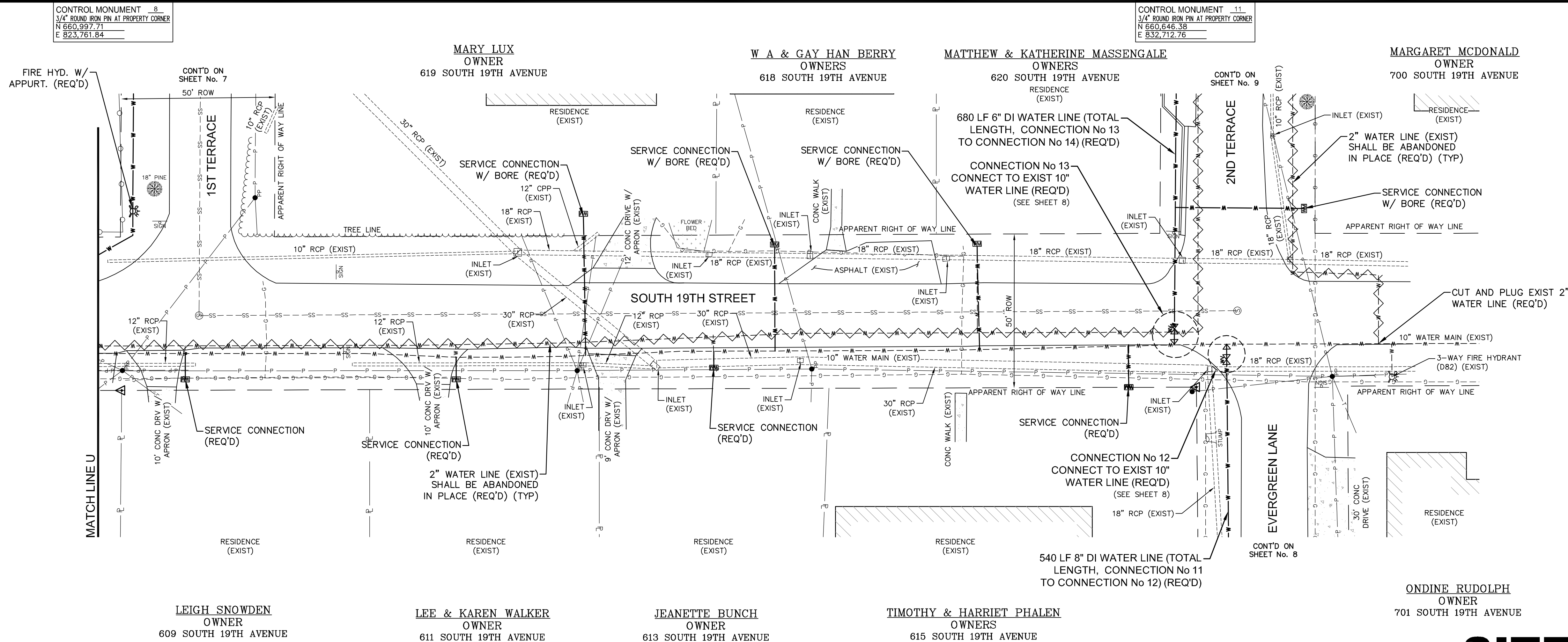
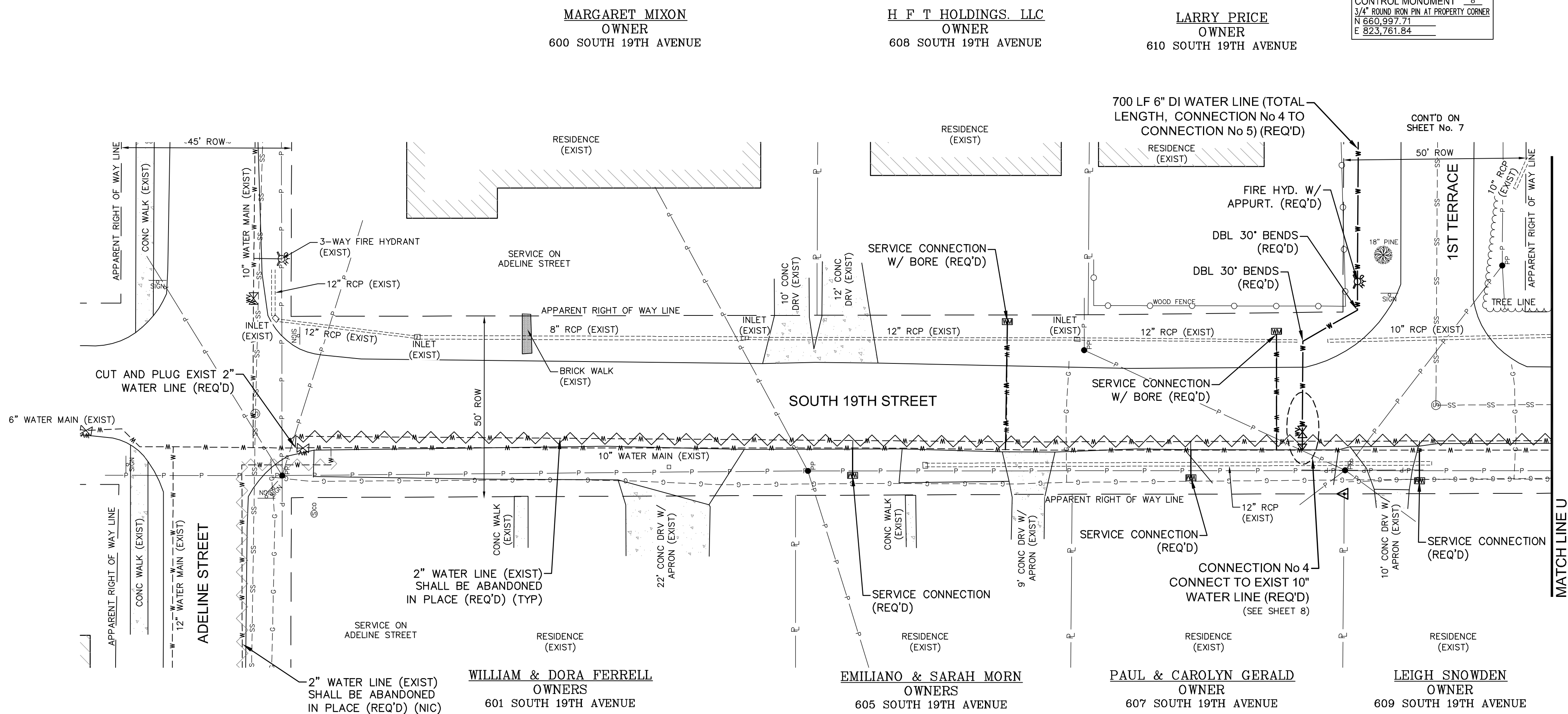


SITE 6

NO.	DATE	DESCRIPTION	BY
SITE PLAN – WOODHAVEN DRIVE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Date: 04/16/2019		Scale: 1" = 20'	
Drawing No.: 11275		Sheet No. 14	

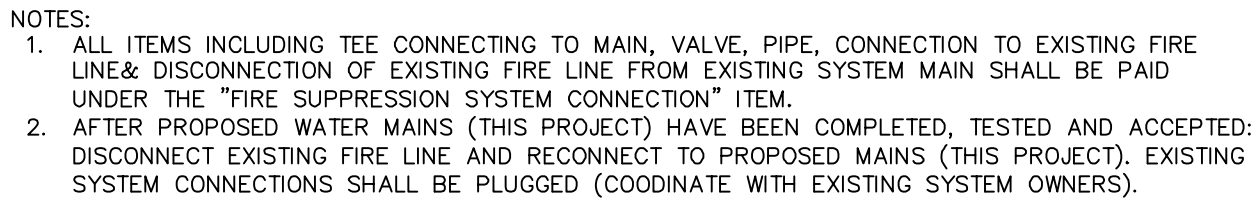
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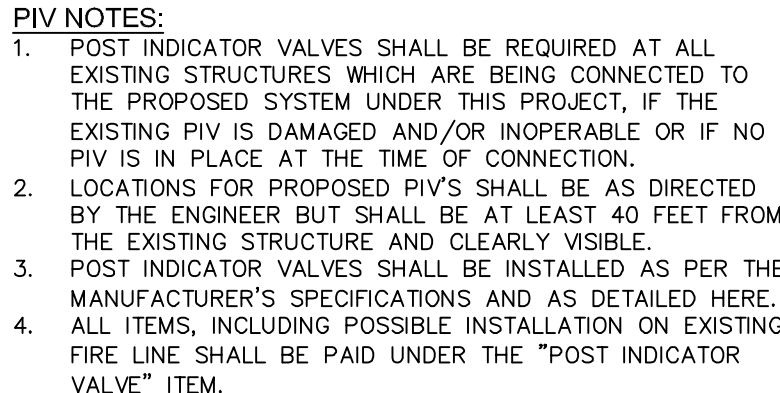


NO.	DATE	DESCRIPTION	BY
SITE PLAN – SOUTH 19TH AVENUE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
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Date: 04/16/2019	Scale: 1" = 20'		
Drawing No.: 11275	Sheet No. 16		

SITE 8



(UNPAVED AREA)



(PAVED AREA)



(UNPAVED AREA)

WATER INSTALLATION DETAILS

WATER SYSTEM IMPROVEMENTS
CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES, MISSISSIPPI

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Date: 04/16/2019	Scale: NONE
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2013: 11/13/2013	2013: NONE
2014: 11/13/2014	2014: 17



(LEFT HALF SHOWN, RIGHT HALF SIMILAR)



NOTE:
ALL ITEMS SHOWN IN DETAIL ARE INCLUDED
IN PRESSURE REDUCING VALVE BID ITEM.



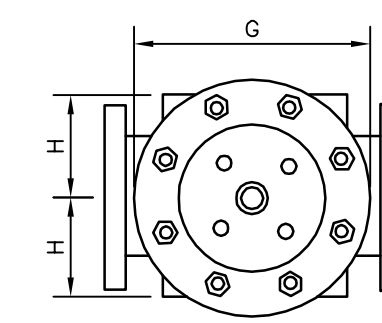
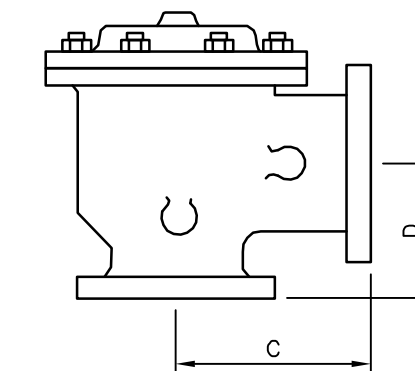
HEAVY DUTY WATERTIGHT COVER & FRAME
V-2115-3 AGS WITH OUT HOLES, WITH GASKE
& BOLTS ONLY

PRESSURE REDUCING VALVE DETAIL



THRUST BLOCKING DETAILS

PRESSURE VALVE DIMENSIONS (INCHES)				
DIM	ANSI CLASS	VALVE SIZE (INCHES)		
		3	4	6
A	SE	1½	—	—
	150	10½	13½	17½
	300	11½	14½	18½
B	SE	2½	—	—
	150	3½	4½	5½
	300	4½	5	6½
C	SE	5½ ₂	—	—
	150	6	7½	10
	300	6¾	7½ ₈	10½
D	SE	5½	—	—
	150	4	5½ ₈	6
	300	4¾	5½ ₈	6½
E	ALL	7	8	10
F	ALL	3¾	3¾	3¾
G	ALL	7½ ₈	10	14
H	ALL	11	12	13



NO.	DATE	DESCRIPTION	RY

WATER INSTALLATION DETAILS

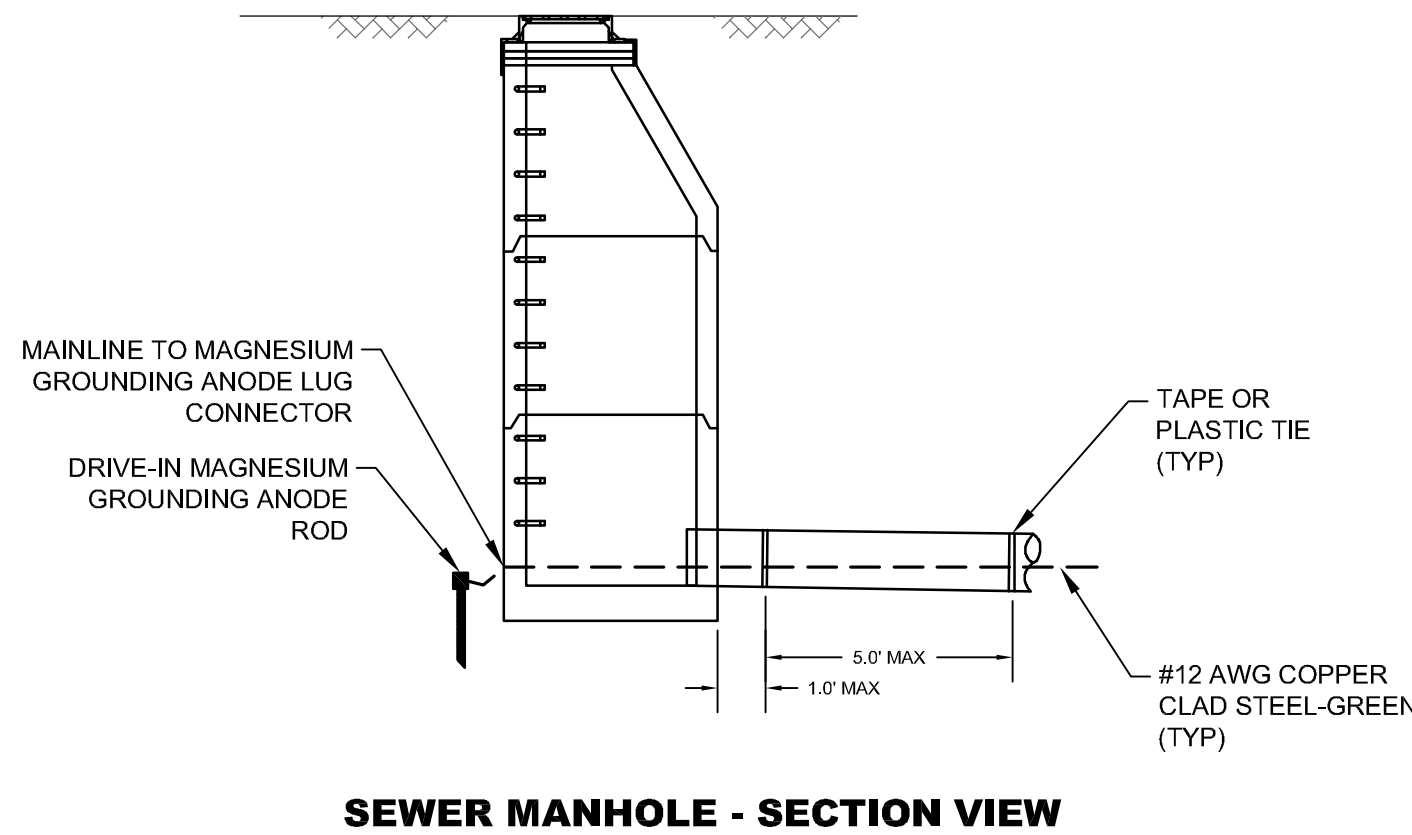
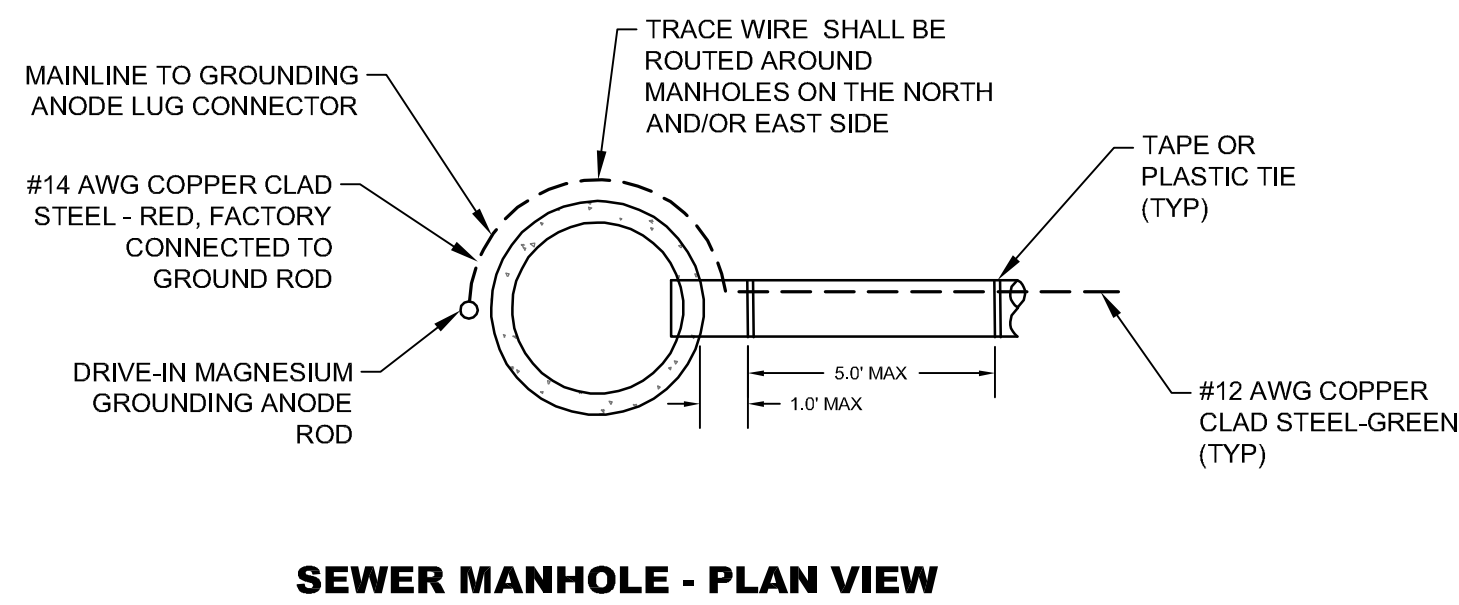
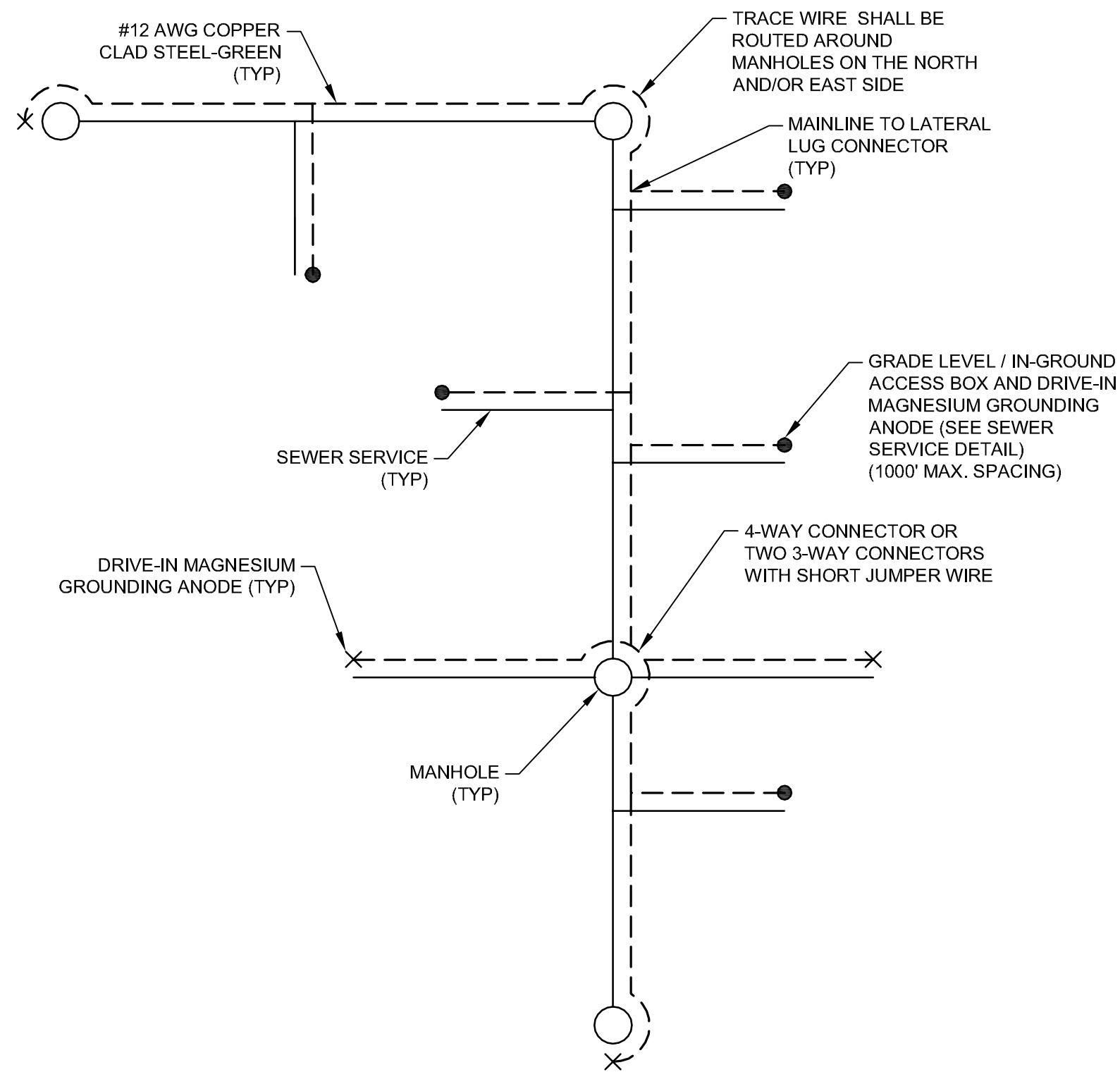
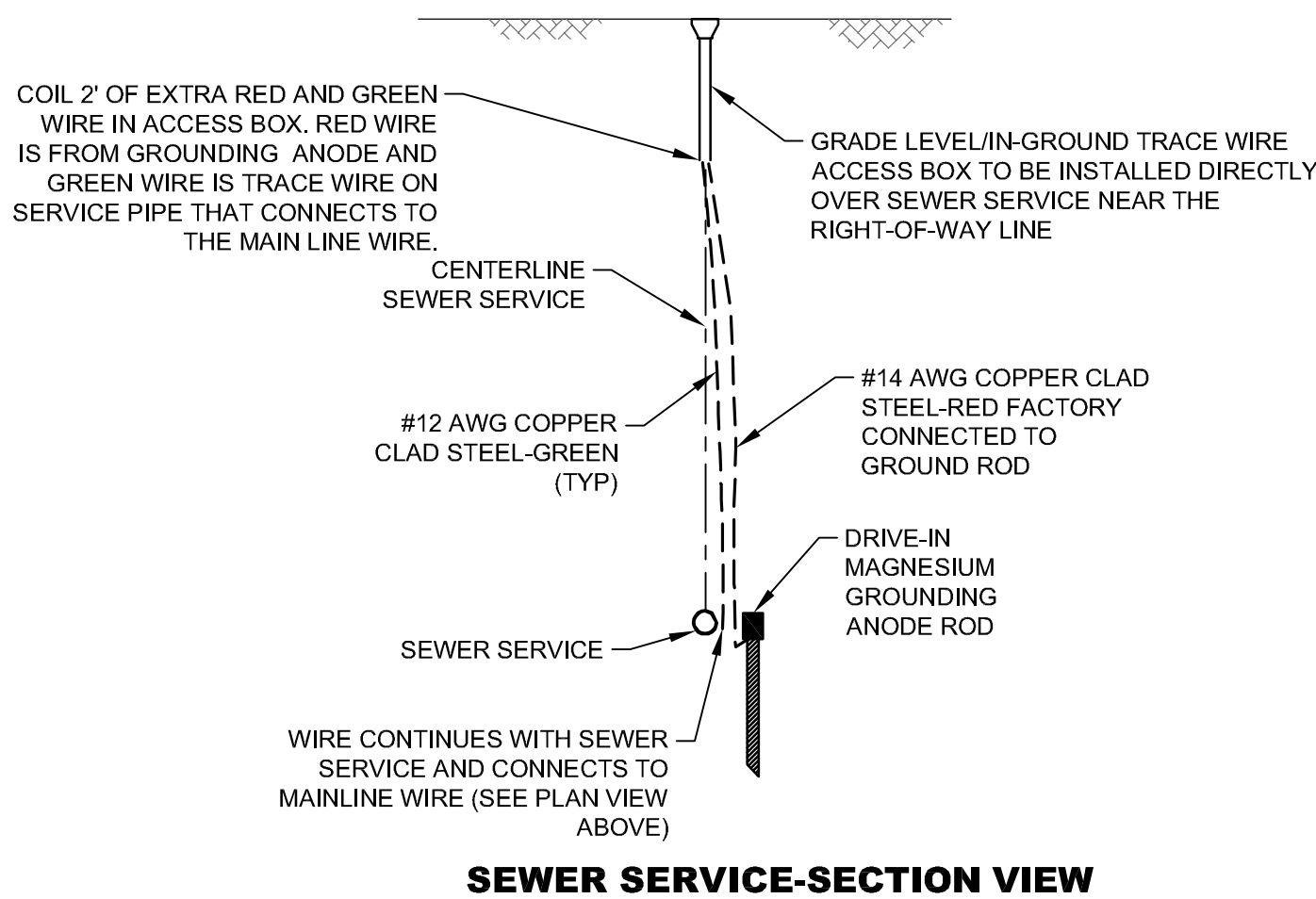
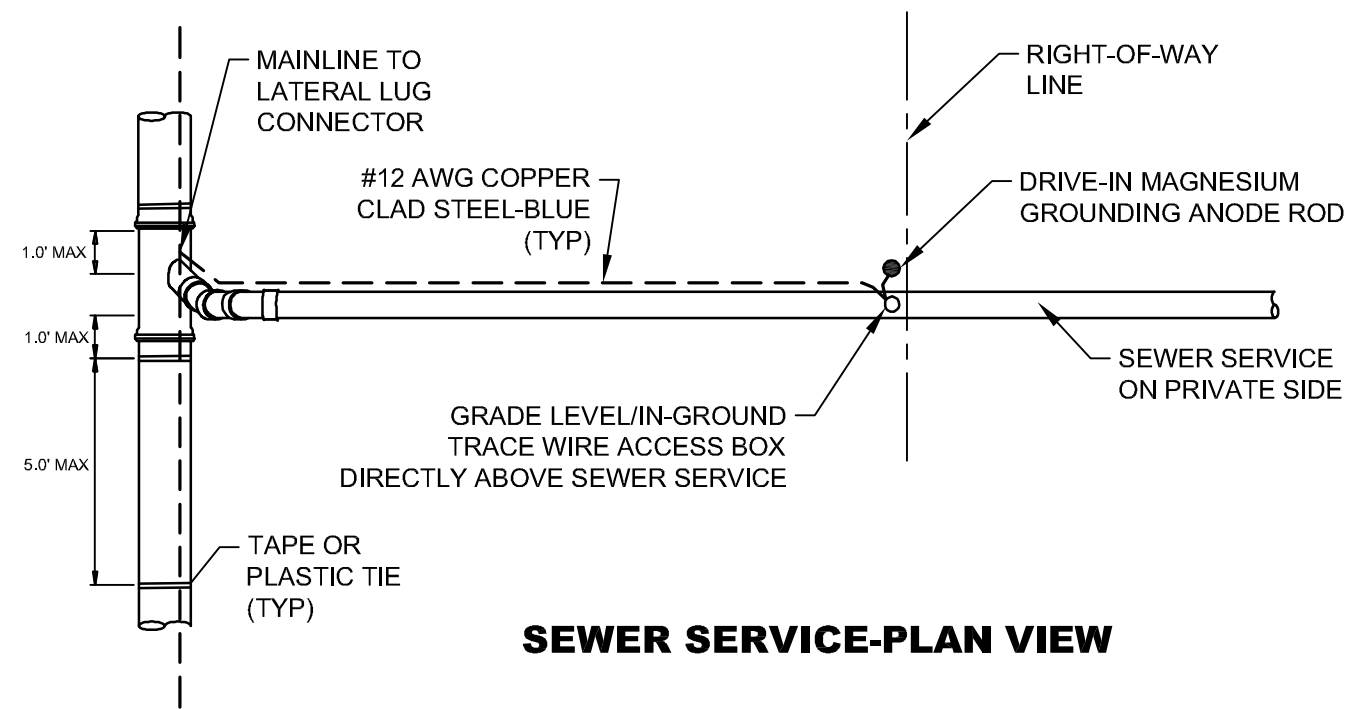
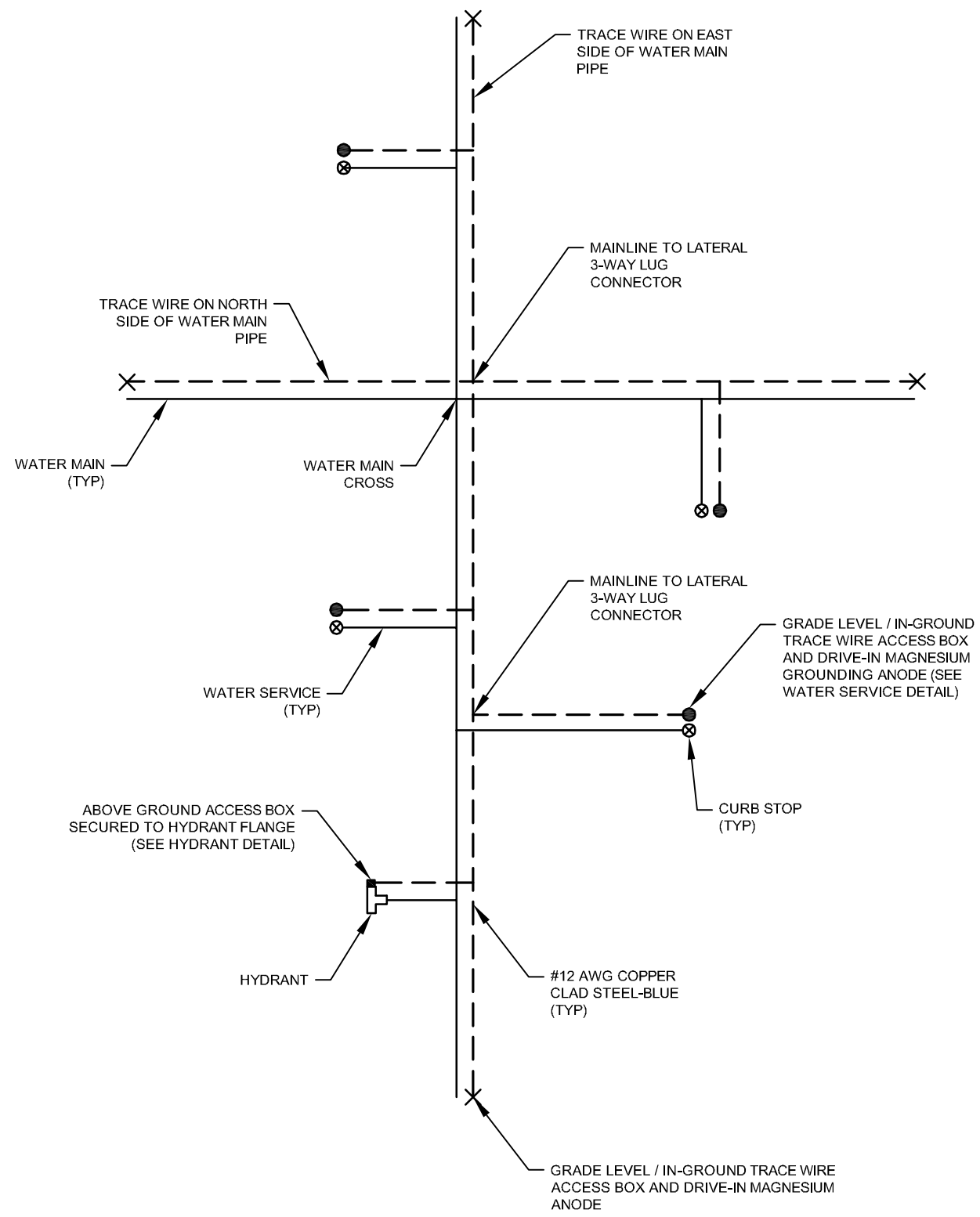
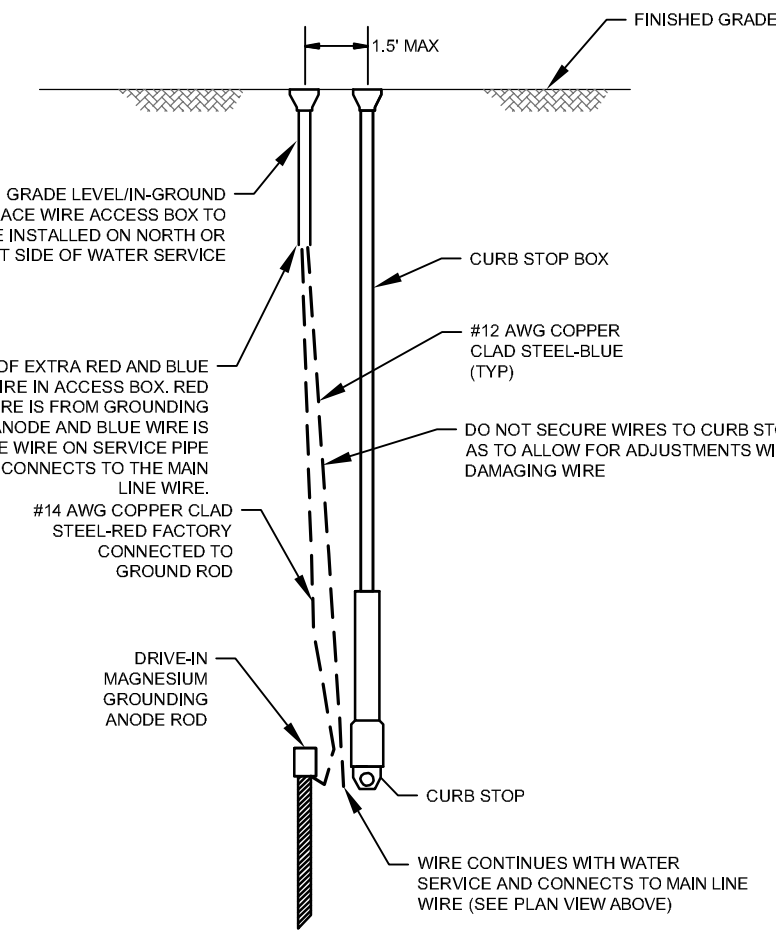
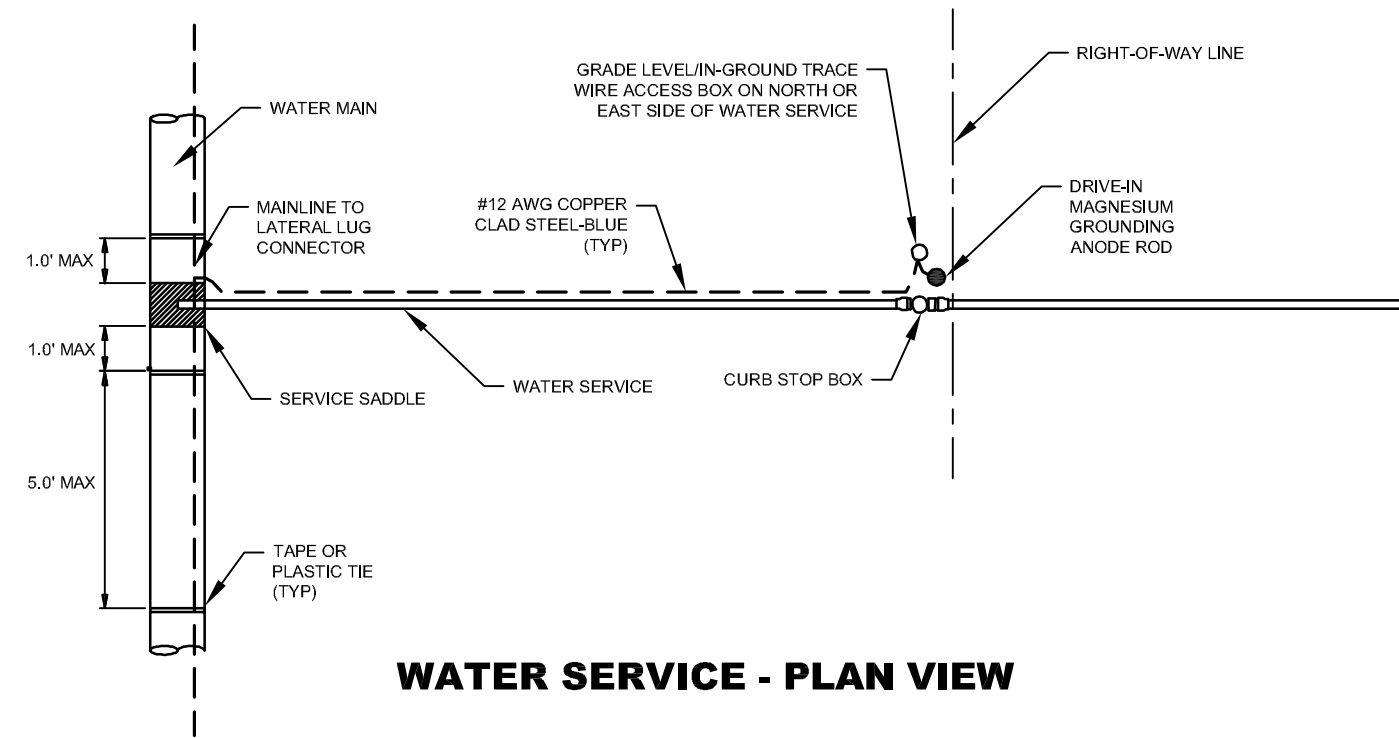
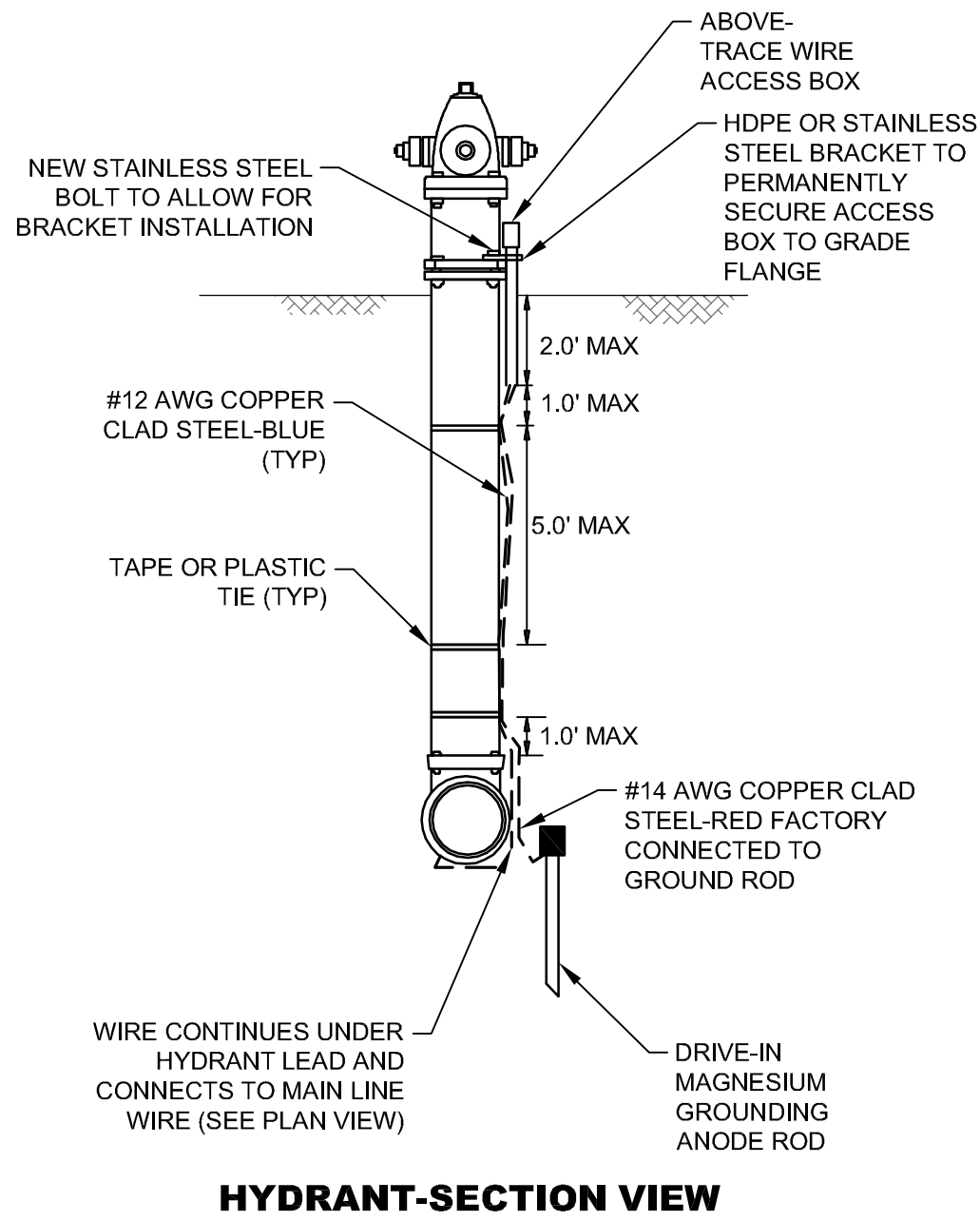
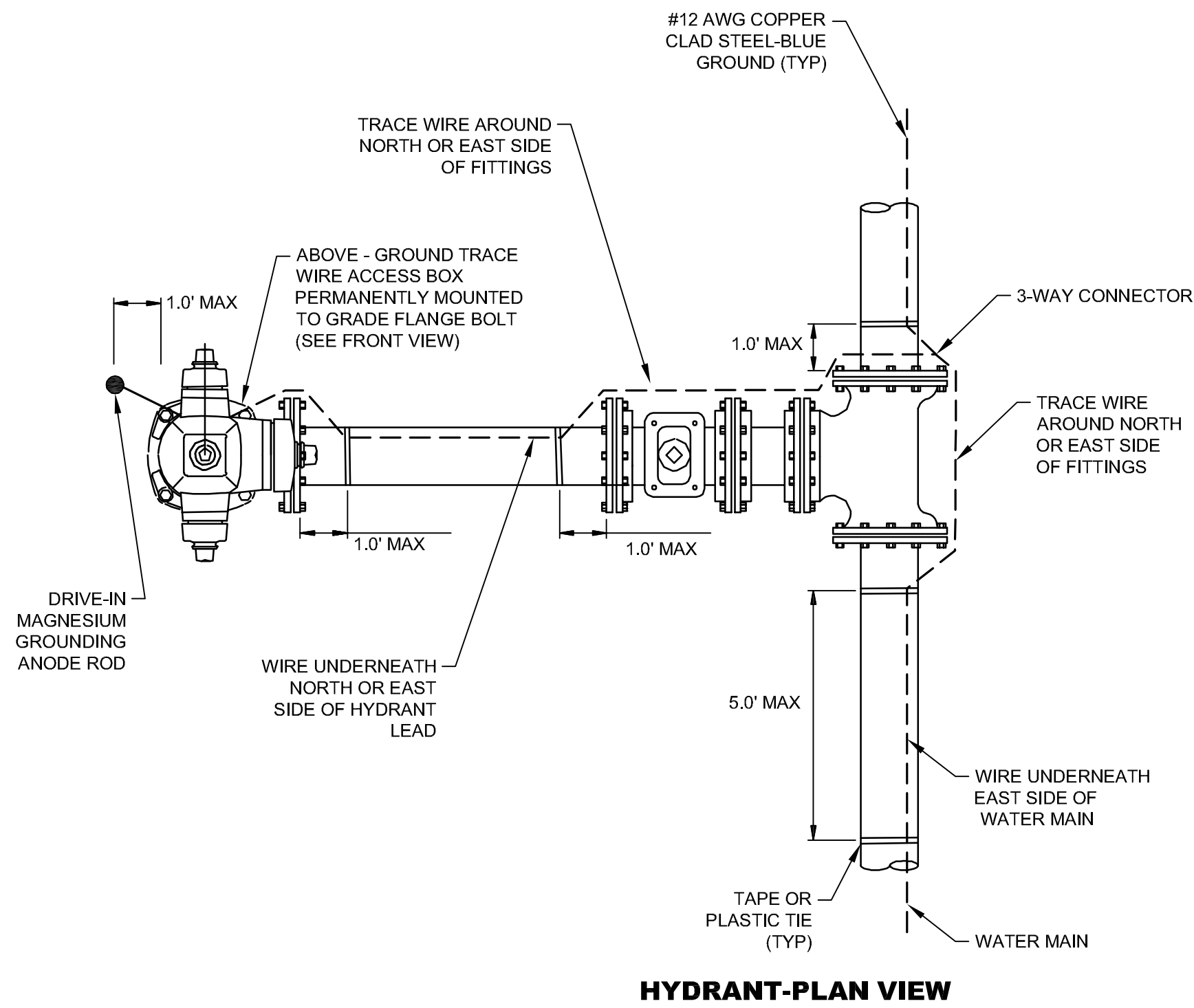
WATER SYSTEM IMPROVEMENTS
CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES, MISSISSIPPI

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Drawing No.: 11275	Sheet No. <u>18</u>

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NOTE:
WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

NO.	DATE	DESCRIPTION	BY
TRACER WIRE DETAILS			
WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
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Date: 04/16/2019		Scale: NONE	
Drawing No.: 11275		Sheet No. 19	

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VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

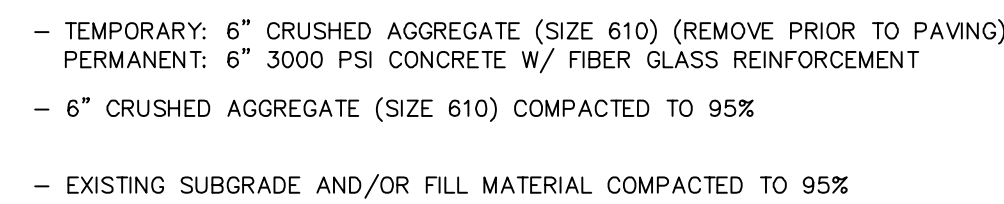
- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDDED MAY REQUIRE TOPSOIL

TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13-13-13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

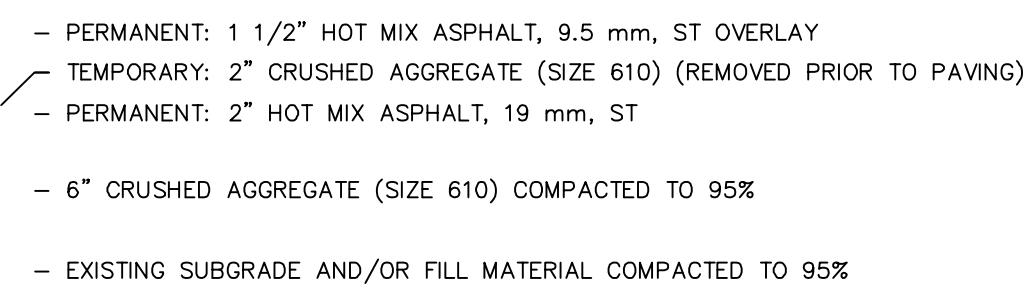
NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
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Date: 04/16/2019		Scale: NONE	
Drawing No.: 11275		Sheet No. ____20____	



PAVEMENT REPAIR NOTES:

1. TEMPORARY CRUSHED AGGREGATE REMOVED DURING PAVING SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
2. TRENCHES SHALL HAVE A TEMPORARY SURFACE OF CRUSHED AGGREGATE (SIZE 610) TEMPORARY SURFACE INSTALLED FOR A PERIOD OF TIME TO BE DETERMINED BY THE ENGINEER AND REMOVED PRIOR TO PAVING (NO SEPARATE PAY)

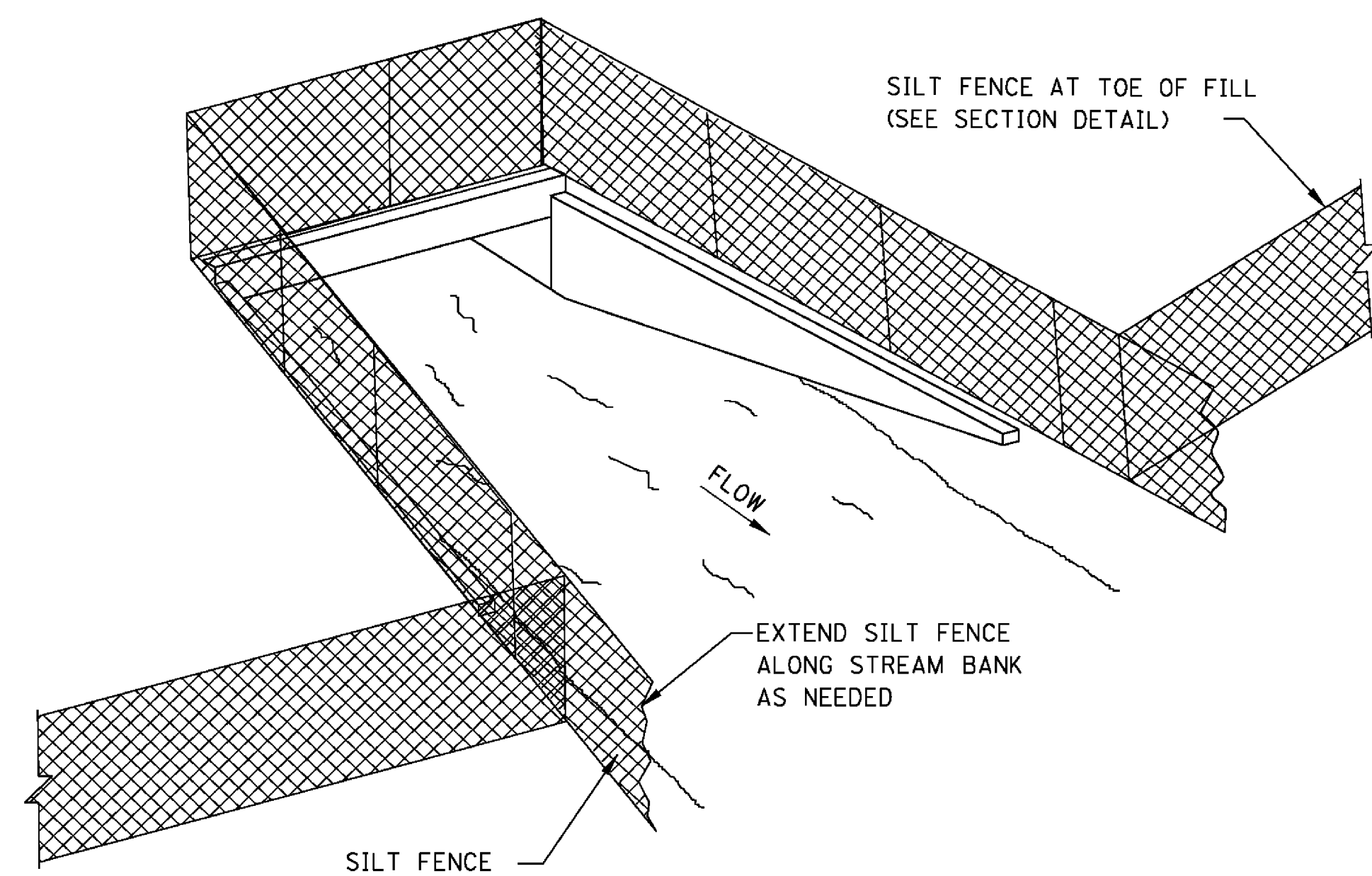


HUCKLEBERRY LANE ONLY

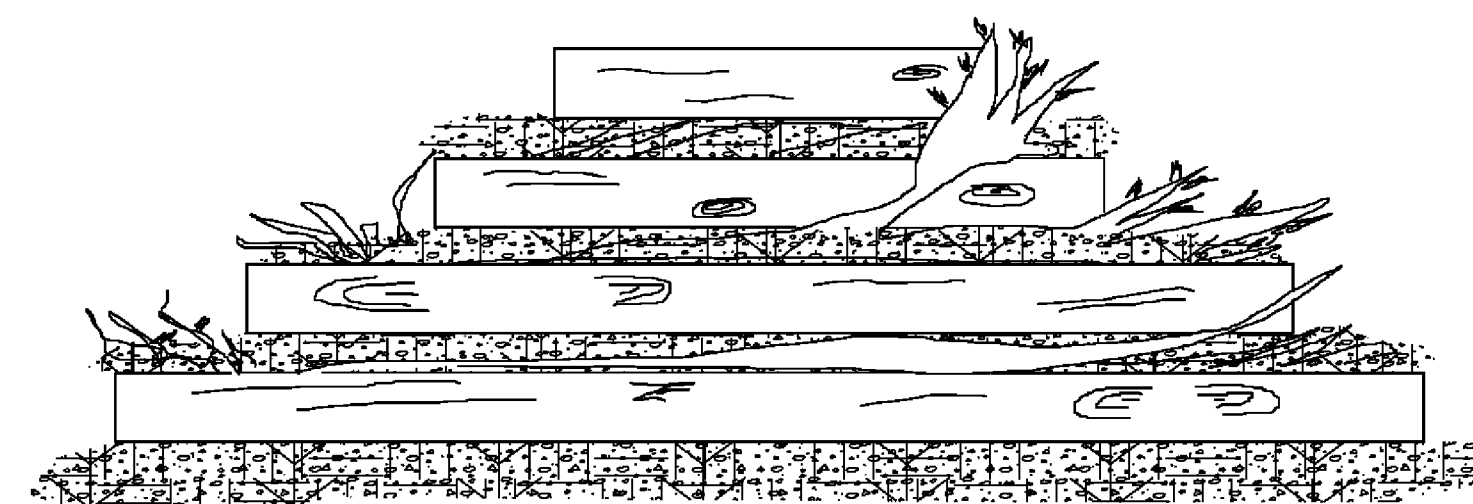


NO.	DATE	DESCRIPTION	BY
PAVEMENT REPAIR & MARKING DETAILS			
WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST & LAMAR COUNTIES, MISSISSIPPI			
			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 04/16/2019		Scale: NONE	
Drawing No.: 11275		Sheet No. <u>21</u>	

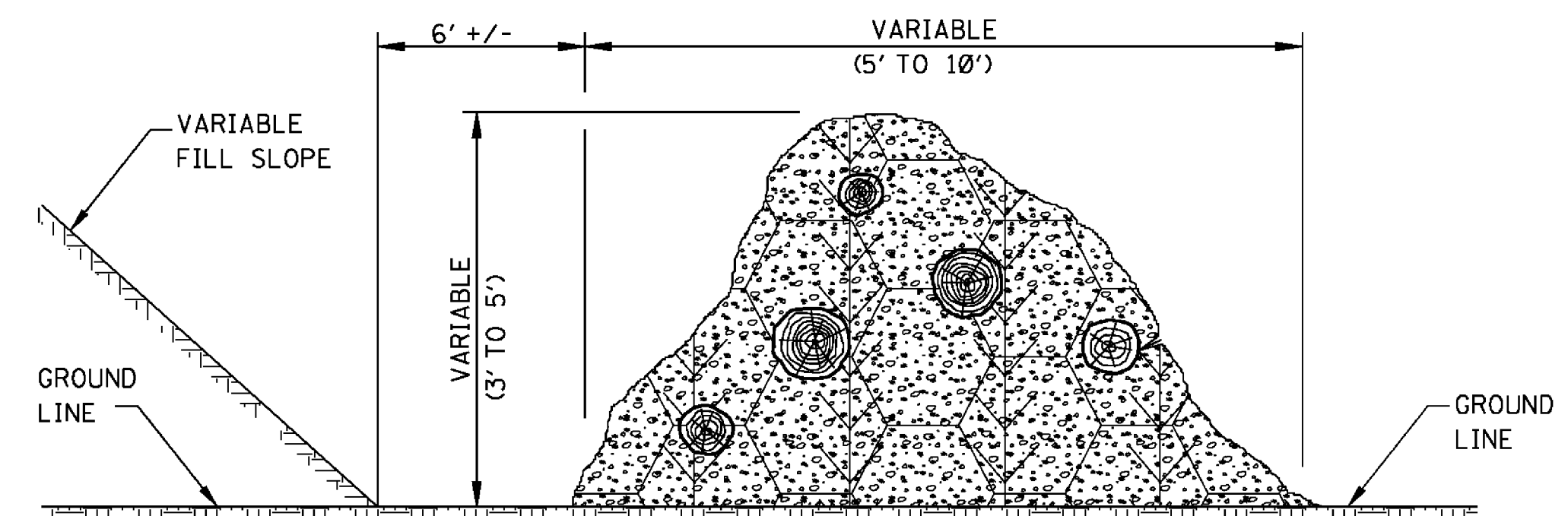
STATE	PROJECT NO.
MISS.	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



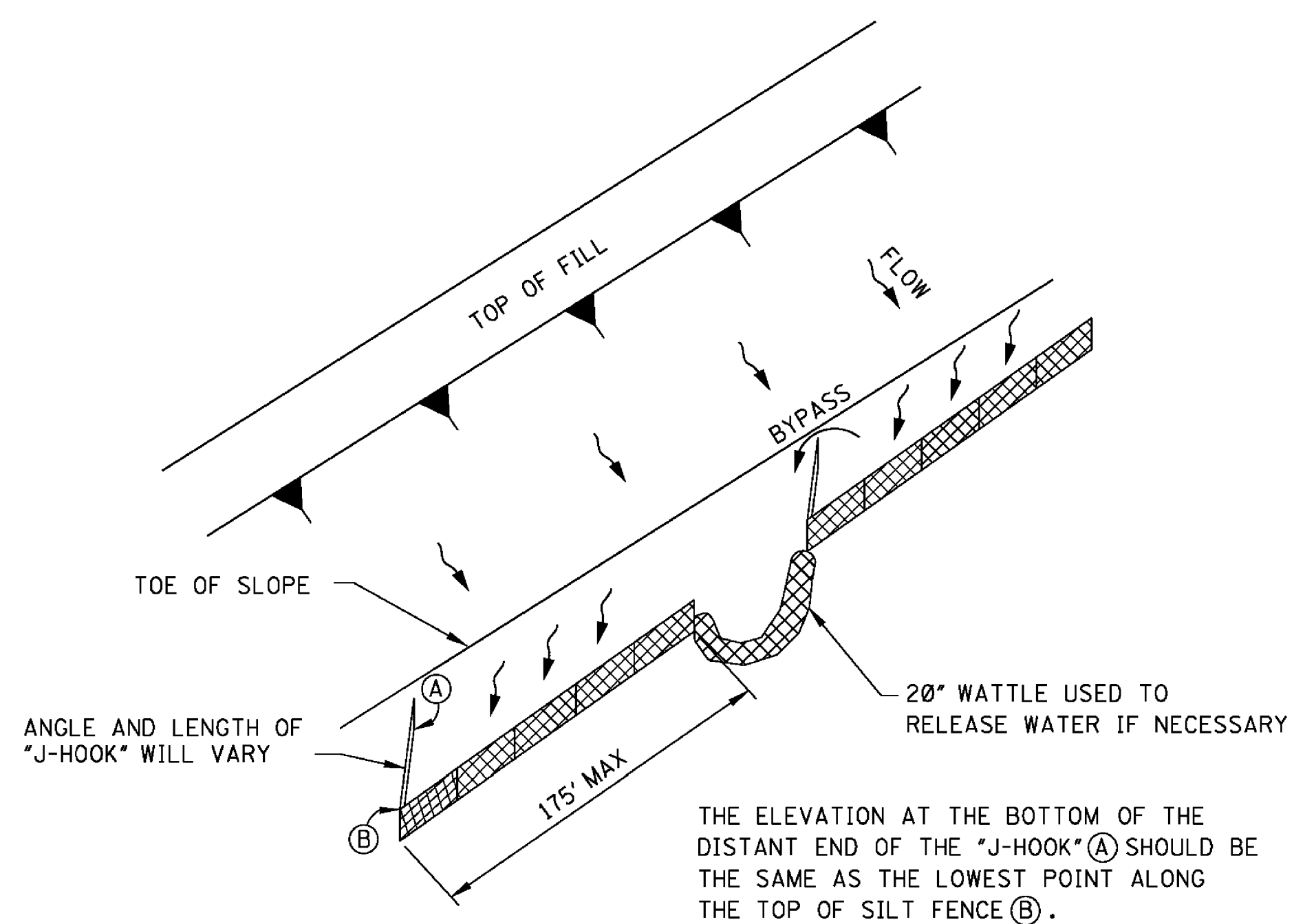
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

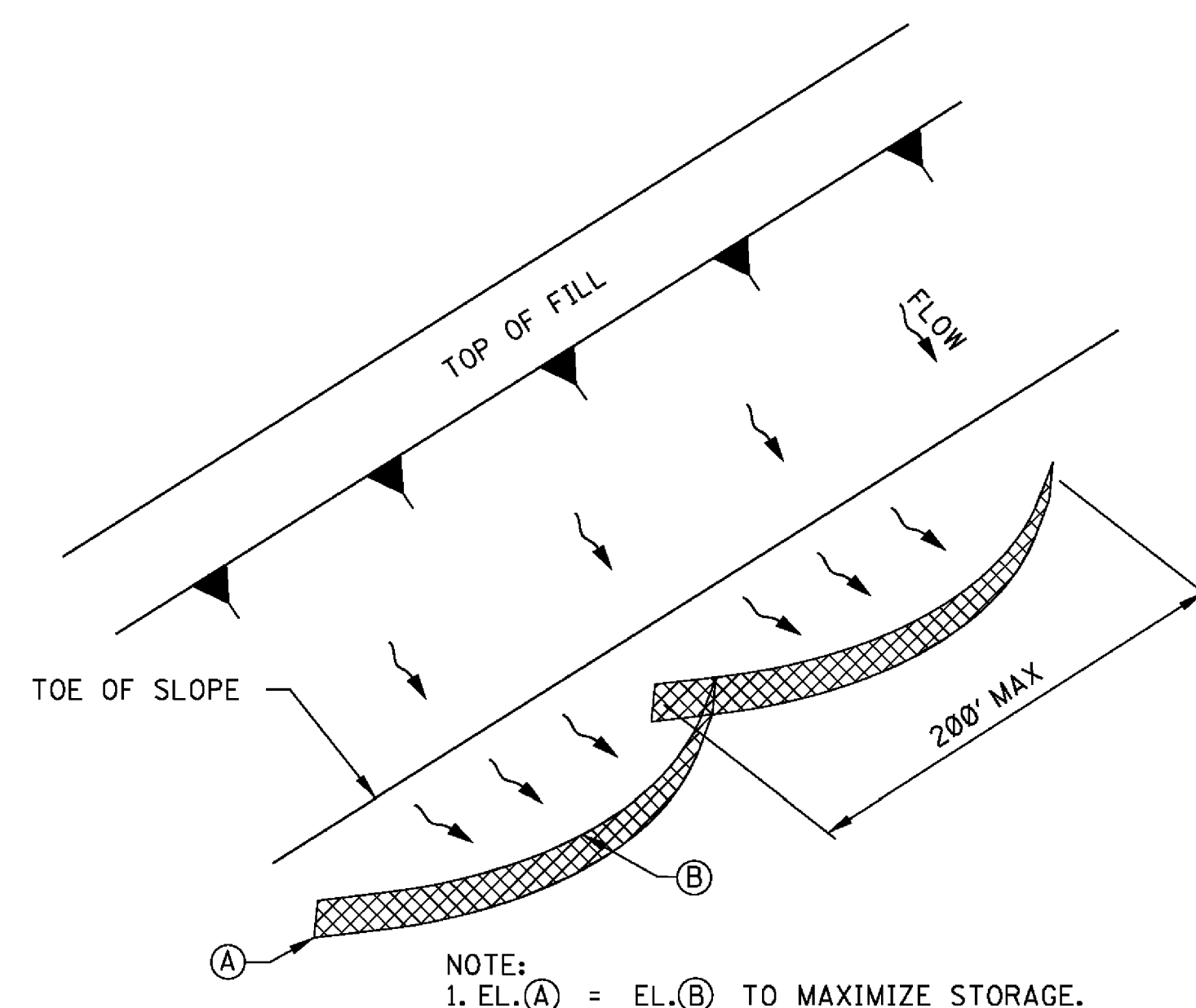
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

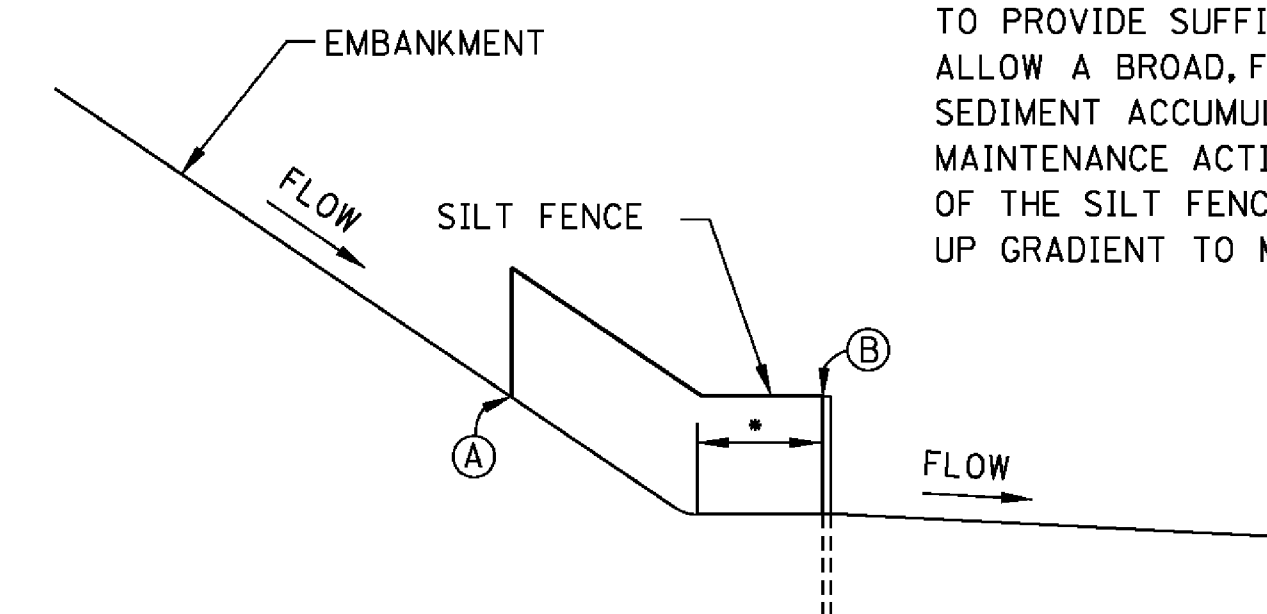
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



"SMILE-CONFIGURATION" SILT FENCE APPLICATION

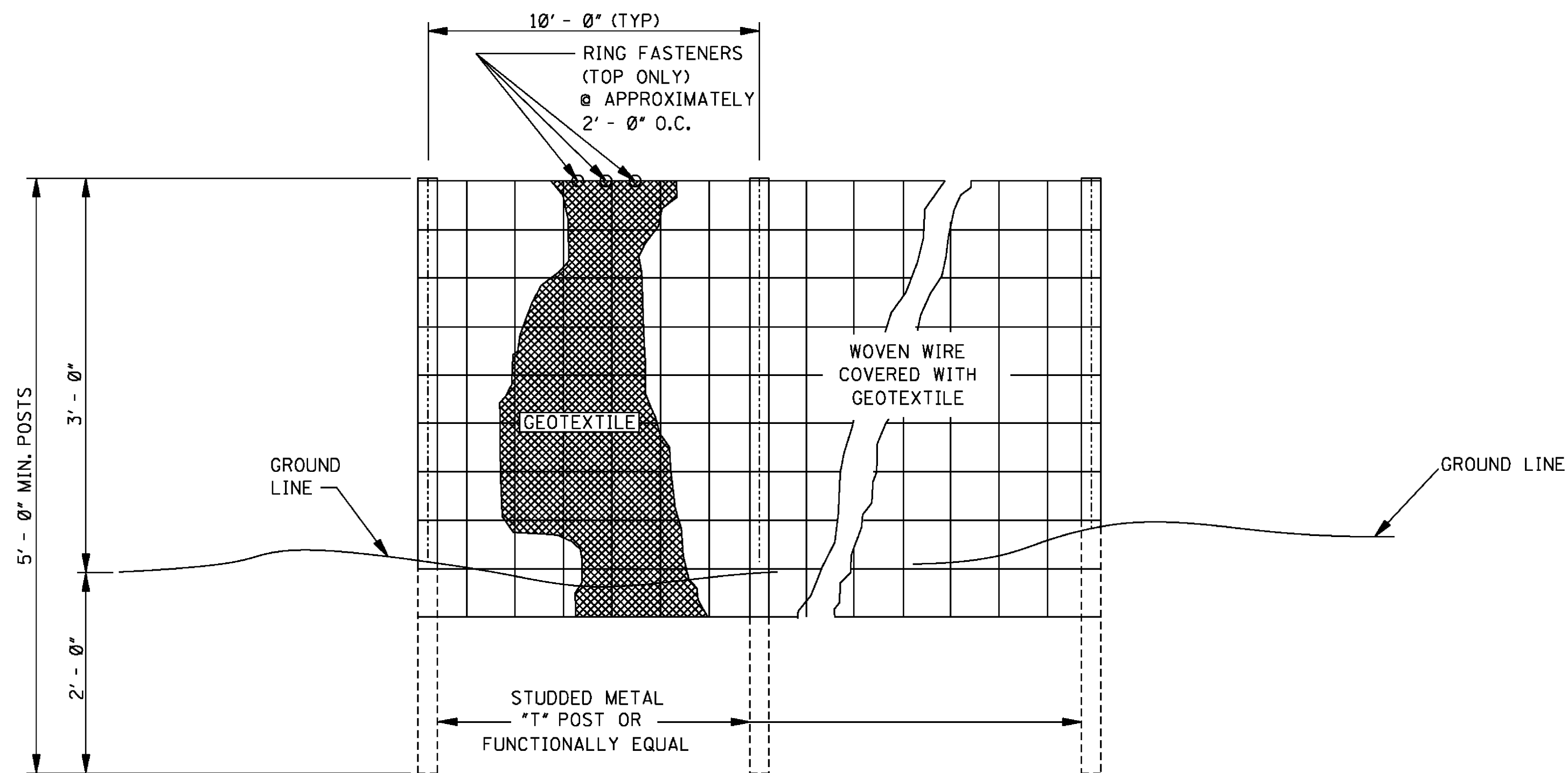


**SILT FENCE SECTION AT
TOE OF FILL**

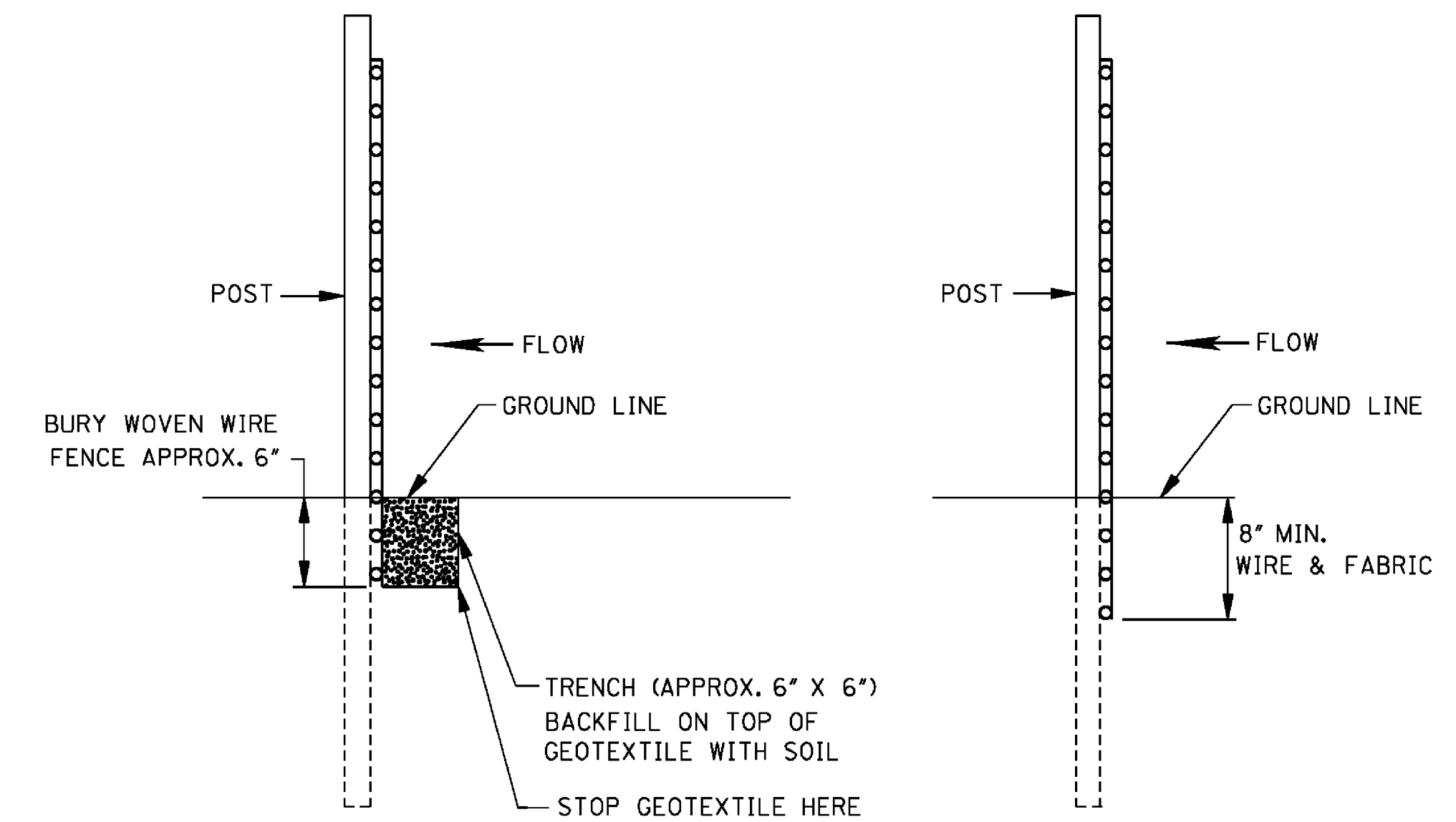
- SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN						 WORKING NUMBER ECD-2
					REVISION	<i>DETAILS OF SEDIMENT BARRIER APPLICATIONS</i>						
					DATE	ISSUE DATE: <u>AUGUST 01, 2017</u>						SHEET NUMBER 6102

STATE	PROJECT NO.
MISS.	



ELEVATION VIEW

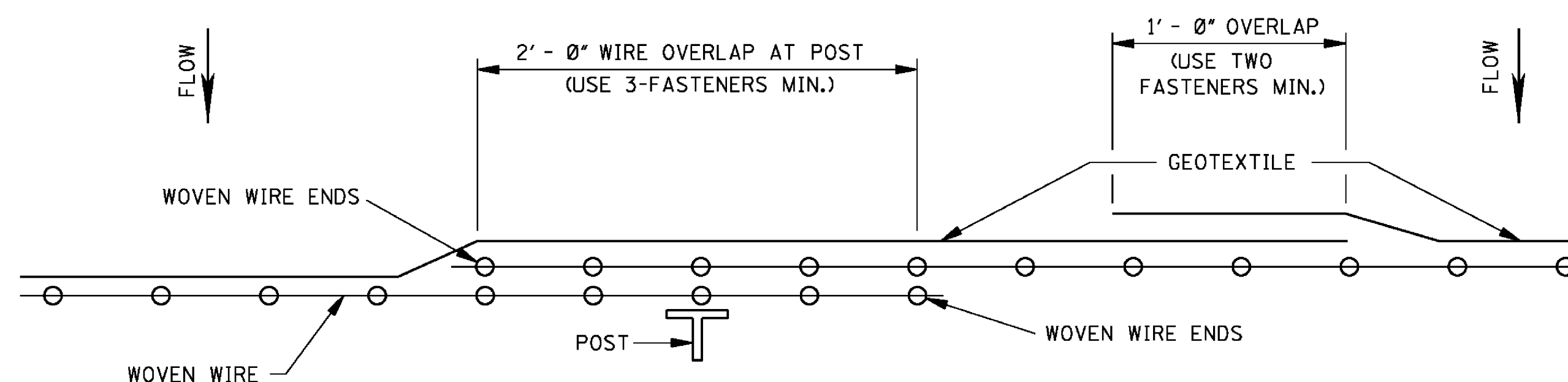


METHOD I

METHOD II

MECHANICAL INSTALLATION

SIDE VIEW



PLAN VIEW

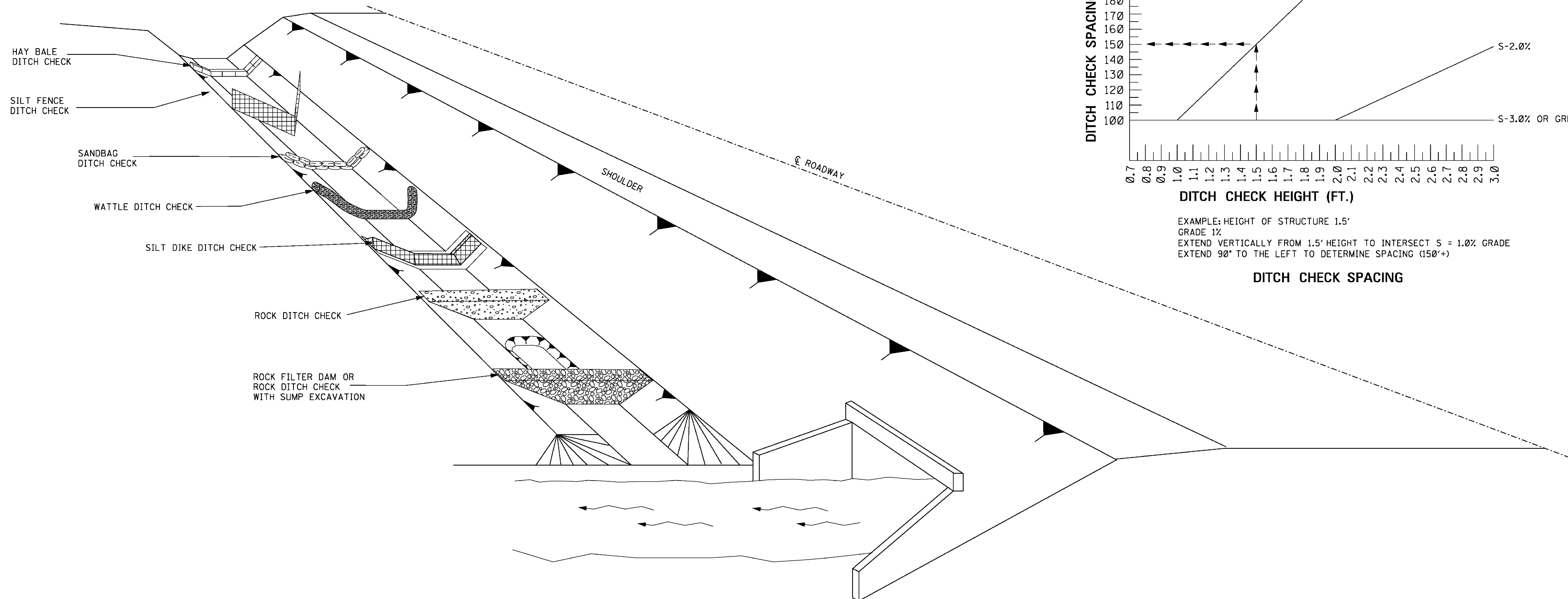
REQUIRED LAPPING

- GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

						BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN				
						REVISION	<i>DETAILS OF SILT FENCE INSTALLATION</i>				
						DATE					
							 WORKING NUMBER ECD-3				
							SHEET NUMBER 6103				
							ISSUE DATE: <u> AUGUST 01, 2017 </u>				

STATE	PROJECT NO.
MISS.	

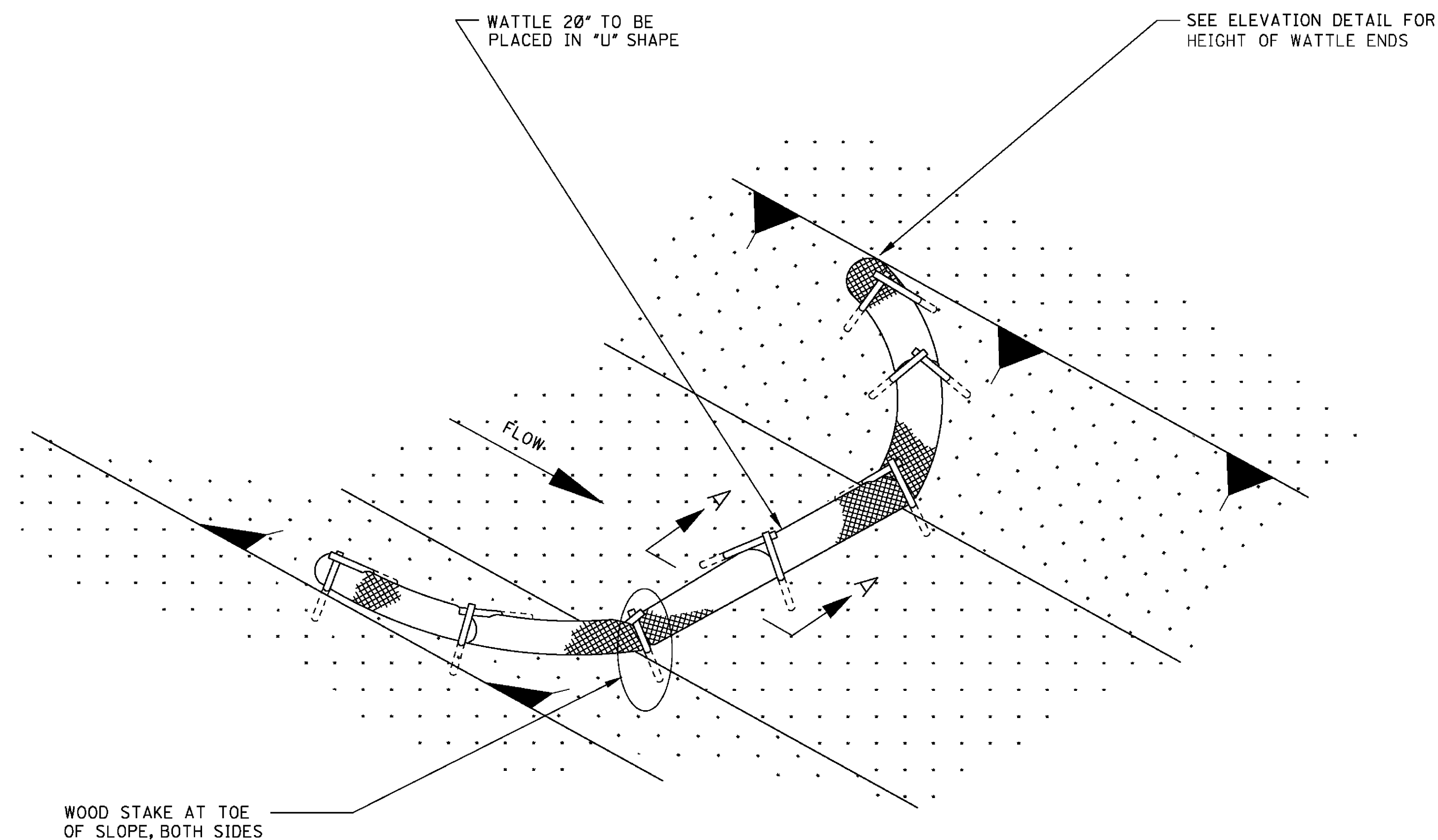


GENERAL NOTES:

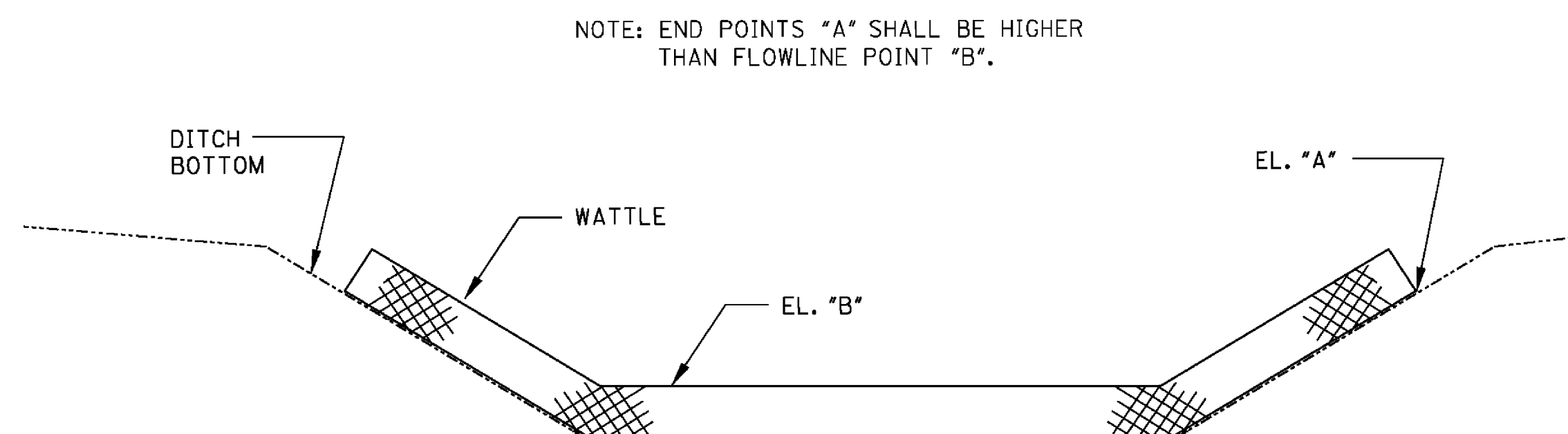
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES $\frac{1}{3}$ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN $\frac{1}{2}$ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

			BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN <i>DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS</i>	 WORKING NUMBER ECD-4
			REVISION		
			DATE	ISSUE DATE: <u> AUGUST 01, 2017 </u>	SHEET NUMBER 6104

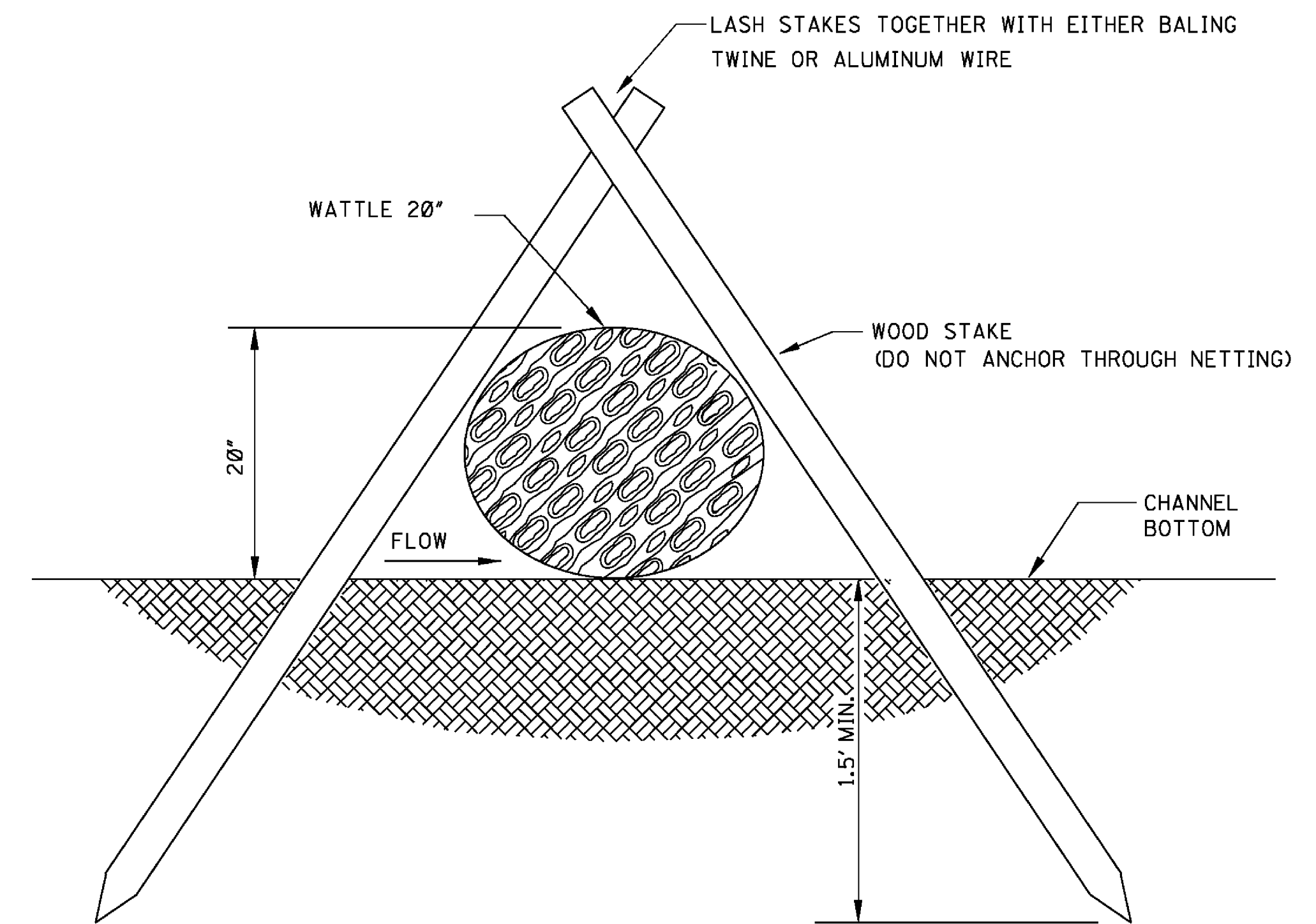
STATE	PROJECT NO.
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DETAIL (DITCH CHECK)



ELEVATION DETAIL

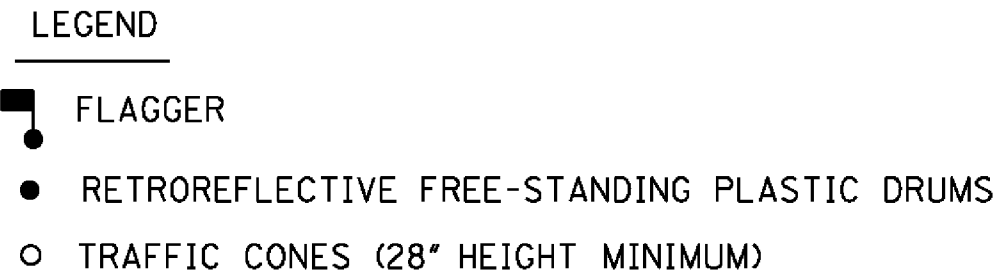


SECTION A-A

NOTES:

1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
3. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
4. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SANDS BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

			BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN DETAILS OF EROSION CONTROL WATTLE DITCH CHECK	 WORKING NUMBER ECD-6
			REVISION		
			DATE	ISSUE DATE: <u>AUGUST 01, 2017</u>	SHEET NUMBER 6106



1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
 - A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
 - B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

DISTANCE BETWEEN SIGNS			
ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

DRAWING No.: 11275



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**WATER SYSTEM IMPROVEMENTS
SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON - WESTWOOD & LYNNWOOD
NEIGHBORHOODS**

FOR THE

CITY OF HATTIESBURG

JUNE 2019

PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**

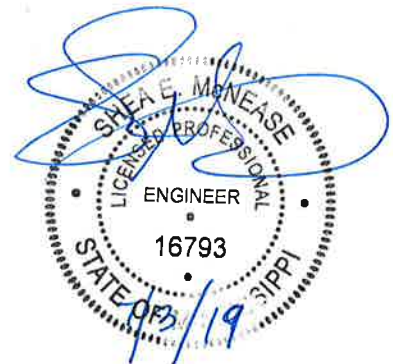
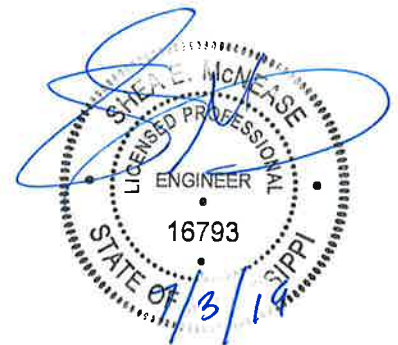


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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 A.M. on September 26, 2019 in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

**WATER SYSTEM IMPROVEMENTS
SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON – WESTWOOD & LYNNWOOD NEIGHBORHOODS
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
WATER SYSTEM IMPROVEMENTS
SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON – WESTWOOD & LYNNWOOD NEIGHBORHOODS
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the ____ day of ____, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on August 23, 2019 and August 30, 2019
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until _____ on _____, 2019, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **Water System Improvements Shadow Wood Drive & Huckleberry Lane, Audubon – Westwood & Lynnwood Neighborhoods, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the

OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 180 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

PROPOSAL

WATER SYSTEM IMPROVEMENTS SHADOW WOOD DRIVE & HUCKLEBERRY LANE, AUDUBON – WESTWOOD & LYNNWOOD NEIGHBORHOODS

Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	2" & Under 150 PSI Water Pipe for Connections (Open Cut)	Lin. Ft.	20		
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	100		
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	9,640		
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	2,640		
5	Tracer Wire System for Water	L.S.	1		
Water Connection Items					
6	Cut and Cap Existing Water Line in Place	Each	4		
7	Connection: Proposed 6" to Existing 4" (Tee & other Fittings)	Each	2		
8	Connection: Proposed 6" to Existing 6" (Various Fittings)	Each	1		
9	Connection: Proposed 6" to Existing 6" (Tee & other Fittings)	Each	1		
10	Connection: Proposed 6" to Existing 8" (Hot Tap w/ Valve Assembly)	Each	6		
11	Connection: Proposed 6" to Existing 10" (Hot Tap w/ Valve Assembly)	Each	7		
12	Connection: Proposed 6" to Existing 12" (Hot Tap w/ Valve Assembly)	Each	1		
13	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	Each	2		

14	Connection: Proposed 8" to Existing 6" (Tee & other Fittings)	Each	1		
15	Connection: Proposed 8" to Proposed 6" (Tee & other Fittings)	Each	6		
16	Connection: Proposed 8" to Proposed 8" (Tee & other Fittings)	Each	1		
17	Connection: Proposed 8" to Existing 8" (Various Fittings)	Each	1		
18	Connection: Proposed 8" to Existing 10" (Hot Tap w/ Valve Assembly)	Each	1		
19	Connection: Proposed 8" to Existing 18" (Hot Tap w/ Valve Assembly)	Each	1		
	Water Valve Items				
20	4" Gate Valve	Each	2		
21	6" Gate Valve	Each	21		
22	8" Gate Valve	Each	9		
	Water Fire Protection Items				
23	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	17		
24	Removal of Existing Fire Hydrant	Each	3		
	Water Service Items				
25	Residential Service Tap (¾") (Incl: Fittings, Tapping Saddle, Corp Stop, etc.)	Each	160		
26	¾" Service Tubing (Open Cut) (All Sizes)	LF	675		
27	¾" Service Tubing (Bored) (All Sizes)	LF	3,295		
28	Remove, Relocate and Reset Existing Water Meter (incl. fittings, etc.)	Each	1		
29	¾" Water Service Meter (Residential)	Each	5		

	Miscellaneous Construction Items				
30	Crushed Aggregate (Size 610)	Ton	513		
31	Select Fill Material (Class 9, Group C), LVM	CY	1,415		
32	Concrete Pavement Repair (All Depths)	SY	650		
33	Brick Driveway Repair (All Depths)	SY	13		
34	9.5mm How Mix Asphalt	Ton	189		
35	19mm Hot Mix Asphalt	Ton	115		
36	Brick Sidewalk Repair (All Depths)	SY	4		
37	Concrete Sidewalk Repair (All Depths)	SY	43		
38	Concrete Curb & Gutter (Match Existing Type)	LF	154		
39	Remove, Salvage and Replace Chain Link Fence	LF	75		
40	6" Yellow Thermoplastic Detail Traffic Stripe	LF	50		
41	Legend White Thermoplastic Traffic Marking (6" Equivalent)	LF	36		
42	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	5,480		
43	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	1,990		
44	Clearing and Grubbing	Acre	1		
45	Temporary Erosion Control	LS	1		
46	Maintenance of Traffic	LS	1		
47	Mobilization	LS	1		
			BID TOTAL:		

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____
_____ Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

**WATER SYSTEM IMPROVEMENTS
SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON – WESTWOOD & LYNNWOOD NEIGHBORHOODS
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

**WATER SYSTEM IMPROVEMENTS
SHADOW WOOD DRIVE & HUCKLEBERRY LANE
AUDUBON – WESTWOOD & LYNNWOOD NEIGHBORHOODS
HATTIESBURG, MISSISSIPPI**

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$1,000.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract,

make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids
Instructions to Bidders
Bid
Bid Bond
Contract Agreement

Notice of Award
Notice to Proceed
Change Order
General Conditions
Supplemental General Conditions

Payment Bond
Performance Bond
Addenda

Technical Specifications
Drawings

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

DATE

ATTEST

(Printed Name & Title)

CONTRACTOR:

SEAL

DATE

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
(hereinafter called the Principal), a corporation, partnership or individual duly
unauthorized by law to do business as a construction contractor in the State of
Mississippi, and _____ of _____
(herein called the Surety), a corporation duly authorized to do surety business under the
laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg
, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State
of Mississippi, in the penal sum of _____
Dollars (_____) lawful money of the United States, for the payment of which
well and truly to be made, the said Principal and the said Surety do hereby bind
ourselves, our heirs, executors, administrators and assigns, jointly and severally, by
these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument
in writing attached hereto and bearing date of _____
has agreed with said Obligee to do all work necessary and to furnish labor, materials,
tools, supplies and services to construct **WATER SYSTEM IMPROVEMENTS SHADOW
WOOD DRIVE & HUCKLEBERRY LANE, AUDUBON – WESTWOOD & LYNNWOOD
NEIGHBORHOODS, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified
thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and
workmanlike manner, and to the satisfaction of Obligee perform and complete the work
required, and shall defend, indemnify and save harmless said Obligee against all
damages, claims, demands, expense and charge of every kind (including claims of patent
infringement) arising out of injury or damage to persons or property by reason or arising
from any act, omission or neglect of said Principal, his agent, servants or employees with
relation to said work; and shall pay all cost, charges, rentals and expenses for labor,
material, supplies and equipment and deliver the said improvement to Obligee completed
and ready for occupancy or operation, and free from all liens, encumbrances or claims for
labor, material or otherwise; and shall pay all other expenses lawfully chargeable to
Obligee by reason of any default or neglect of the said Principal in the relation of said
agreement and said work, then this obligation shall be void, otherwise to remain in full
force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates
and agrees that no charge, extension of time, alteration or addition to the terms of the
Contract, or the work to be performed thereunder, or the Specifications accompanying
the same, shall in any way affect its obligation on this bond and does hereby waive notice
of any change, extension of time, alteration or addition to the terms of the Contract, or to

the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD: 2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other

lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly

investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public

utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of

such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as

provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable

objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or

approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in

the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in

paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no

claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work

after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain

the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL

COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment

has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and

acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date

and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is

appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonably respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for

whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the

CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure

contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work “broom” clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the

guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and Payment for the following bid items shall be as described and shall include all material, equipment, labor, testing, etc. to install and make operational a complete water system as detailed on the contract drawings and as specified in the contract documents.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

STEEL CASING

Payment for installation of bored or open cut steel casing shall include furnishing and installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined per each.

FIRE SUPPRESSION CONNECTION

Payment for installation of fire suppression connection with appurtenance shall include furnishing tee, gate valve, valve box, piping, disconnection from existing system, connection to new system, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational fire suppression connection. Pay shall be determined per each.

SERVICE TAP

Payment for residential or commercial service tap shall include all fittings, corporation stop, curb stop, tubing, materials, labor and equipment to provide a new water service. Item shall include connection from new water line to existing water meter to remain. Completion of item shall be a fully functional water service. Item shall be paid per each.

SERVICE TUBING (BORED):

Payment for installation of service tubing bored shall include furnishing and installing service tubing under existing asphalt, concrete or other area determined by the engineer to remain in place. Item shall include all boring, excavating, compaction of backfill, disposal of excess excavated material etc. to install service tubing as bored. Pay shall be measured from edge to edge of existing concrete or asphalt and paid per linear foot.

RESIDENTIAL METER

Payment for residential meter shall include all components, labor and equipment for a fully operational water meter. Meter shall meet the requirements of the plans and specifications and function fully within the existing system. Item shall include meter, box and any necessary fittings and shall be paid per each.

REMOVAL OF FIRE HYDRANT WITH APPURTENANCES

Payment for removal of fire hydrant with appurtenance shall include removal of existing fire hydrant, gate valve, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering and related items not specifically covered under other pay items to fully remove an existing fire hydrant. Pay shall be determined per each to include fire hydrant, tees, gate valve, pipe and other miscellaneous items as required to remove, secure and transport to an area designated by the owner. Pay shall be determined per each.

ABANDONMENT OF EXISTING WATER MAIN

Payment for item shall include furnishing and installing flowable fill concrete in designated pipe locations as shown on the construction drawings to abandon existing water line pipe. Pay shall include all pumping, concrete, plugs, etc. to fully fill the abandoned water main. The contract price shall be determined by the measured distance of pipe abandoned and accepted per linear foot.

REMOVE AND REST EXISTING STORM DRAIN

Payment for item shall include removal of existing storm sewer components to allow installation of the water system components. Item shall include all materials, labor, and equipment necessary to remove existing structures without damage and reset in the proper location. Should damage to the existing drainage structure be the result of improper removal, a new structure shall be provided by the contractor at no cost to the owner. The contract price shall be determined by the percentage of the project complete and paid by lump sum.

SELECT FILL MATERIAL:

Payment for installation of select fill shall include furnishing and installing granular material as specified in the contract documents and as directed by the Engineer. The unit measurement shall be loose vehicular measurement, L.V.M. Pay shall be determined per cubic yard.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per ton.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

TEMPORARY EROSION CONTROL

Payment for erosion control shall include furnishing, installing and maintaining silt fence or other erosion control measures as required by current Mississippi Department of Environmental Quality standards. Erosion control measures shall be installed and maintained as planned by the contractor or as directed by the Engineer to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

GRASSING

Basis of payment shall include the vegetation schedule as noted and shall be according to the Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition.

The unit of measurement shall be lump sum.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the Engineer.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

WATER SYSTEMS

1) GENERAL

- a) This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2) APPLICABLE PUBLICATIONS

- a) The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

- i) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

- A 252 Welded and Seamless steel pipe piles.

- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

- C 33 Concrete Aggregates

- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

- ii) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

iii) AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

iv) AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

v) MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 1990 Edition.

3) **SUBMITTALS**

a) The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

i) Ductile Iron Pipe: The following submittals shall be required for ductile iron

pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

- (1) Joints: The following shall be required for ductile iron joints.
- (2) Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
- (3) Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
- (4) Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

ii) Ductile Iron Pipe Submittal Shall Include the Results of:

- (1) Tension Test
- (2) Impact Test
- (3) Low Temperature Impact Test
Sampling procedure shall be as indicated in ANSI 21.51.

b) PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4) MATERIALS - WATER SYSTEM

a) Ductile Iron Pipe:

- i) Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.
- ii) Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest

revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

- iii) All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.
- iv) Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.
- v) Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.
- vi) All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

b) PVC Pipe

- i) PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.
- ii) The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

c) Gate Valves:

- i) Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.
- ii) All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent

or better. All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

- iii) Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.
- iv) Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.
- v) All valves will be set at a perfect 90-degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.
- vi) The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

d) Fittings, Valves and Hydrants, etc.

- i) All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.
- ii) All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.
- iii) The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

- iv) To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.
- v) Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.
- vi) The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

e) Plugs and Caps

- i) Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead-end" lines are installed, the ends of such lines shall be plugged or capped as required.
 - ii) For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.
- f) Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.
- g) Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1-1/2"	95–100
3/4"	35–70
3/8"	10–30
No. 4	0–5

- h) Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.
- i) Concrete: Concrete shall be in accordance with the requirements of Technical Specifications – CONCRETE.
- j) Select Backfill
- i) General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.
- ii) Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.
- iii) The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40–85
Number 60	30–70

Number 270	8–30
Silt (.05 to .005 mm)	03–15
Clay (Passing .005 mm)	3--15

- iv) Backfill: All other backfill shall consist of excavated material removed from the trench.

5) CONSTRUCTION

a) Earthwork

i) Site Preparation:

- (1) Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.
- (2) All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.
- (3) Stripping operation shall be to a depth of not less than 6 inches in all cases.

- b) Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

c) Trenching:

- i) The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.
- ii) The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction

(with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

- iii) The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.
- iv) Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

d) Disposal:

- i) The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.
- ii) The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

e) Dewatering

- i) The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and

operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

- ii) Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

f) Bedding

- i) The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.
- ii) Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.
- iii) Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer.

Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six-inch lifts.

iv) Bedding Materials

(1) As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

(2) The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

v) Select Backfill: Select backfill shall be placed in 6-inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

vi) Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

g) Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

i) Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER

GRASSED AREAS.

- ii) Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
 - iii) No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.
- h) Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.
- i) Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications, "RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS."
- j) Pipe Handling and Storage: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.
- k) Pipe Laying
- i) Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth or other substance will enter the pipe or fittings.
 - ii) The water main shall maintain a minimum of 30 inches of cover at all times.
 - iii) Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready

to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

- l) Pipe Jointing: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.
 - i) Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.
 - ii) Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.
 - iii) When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.
 - iv) All joints of whatever type shall be completely water tight after being subjected to the required tests.
- m) Borings: Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.
 - i) Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.
 - ii) Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.
 - iii) Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to

adequately support the piping under all conditions.

- iv) Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

- 6) **SEPARATION of WATER and SEWER MAINS**: The water and sewer specifications should state that the water line be constructed no less than 10 feet horizontally and 18" vertically with water line over sewer line. If those conditions cannot be met then they will be decided on a case by case basis.

7) **TESTING**

a) Ductile Iron Pipe

- i) Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.
- ii) Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

- b) Steel Casing Pipe Material test shall be included as part of the submittal. No other material test shall be required.

c) Compaction Tests

- i) Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.
- ii) Compaction tests for water pipe related work shall not be less than as follows:

NUMBER of COMPACTION TESTS AASHTO T-99, AASHTO T-191, or ASTM D 2922		
Stabilization Material	1	One per 100 C.Y.
Bedding material	2	One per 600 L.F.
Tamped Backfill	2	One per 600 L.F.

d) Hydrostatic Testing

- i) After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing and not less than 1.25 times the working pressure along the test section, for a minimum of 2 hours.
- ii) And all tests shall be in accordance with AWWA Standard C600, Section 4.
- iii) Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

- iv) In which L is the allowable leakage in gallons per hour; S is the length of pipe tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test in pounds per square inch.
- v) These tests are to be made the Contractor's expense and he is to provide all necessary fittings, equipment, appliances and any other necessary items to conduct the tests in a manner satisfactory to the ENGINEER. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore. Record of testing is to be furnished to the OWNER.

8) CLEANING and STERILIZING

- a) Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be sterilized by pumping into and through them a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.
- b) At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.
- c) All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health

Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.

- d) The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

9) WATER SERVICE

- a) Service pipe shall be $\frac{3}{4}$ " Polyethylene Plastic tubing meeting the following specifications:
 - i.) 200 PSI and complying with AWWA standards when tested by methods ASTM 1599, copper tube size (O.D.) farmable for use with standard heavy-duty waterworks brass flare fittings.
 - ii.) Tubing shall comply with the standards and bear the seal of the National Sanitary Foundation.
 - iii.) All connections and fittings shall be Ford brand.

10) TRACER WIRE

- a) Materials
 - 1. General
 - i.) All trace wire and trace wire products shall be domestically manufactured in the U.S.A.
 - ii.) All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked, green for Sewer.

2. Trace wire

- i) Open Trench - Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- ii) Directional Drilling/Boring - Trace wire shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- iii) Pipe Bursting/Slip Lining - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 mil HDPE insulation thickness.

3. Connectors

- i.) All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- ii.) Direct bury wire connectors – shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- iii.) Non-locking friction fit, twist on or taped connectors are prohibited.

4. Termination/Access

- i.) All trace wire termination points must utilize an approved trace wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- ii.) All grade level/in-ground access boxes shall be appropriately identified with “water” cast into the cap and be color coded.
- iii.) A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.
- iv.) All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection.

- v.) Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.
- vi.) Service Laterals - Trace wire must terminate at an approved grade level/inground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- vii.) Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)
- viii.) Long-runs, in excess of 500 linear feet without service laterals or hydrants - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked.

5. Grounding

- i.) Trace wire must be properly grounded at all dead ends/stubs
- ii.) Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.
- iii.) When grounding the trace wire at dead ends/stubs, the grounding anode shall be installed in direction 180 degrees opposite of the trace wire, at the maximum possible distance.
- iv.) When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.
- v.) Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

b. Installation

1. General

- i.) Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- ii.) Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- iii.) Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- iv.) Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.
- v.) Trace wire must be properly grounded as specified.
- vi.) Trace wire on all service laterals/stubs must terminate at an approved trace wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway. (See Trace wire Termination/Access)
- vii.) At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. (See Grounding)
- viii.) Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.
- ix.) All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.
- x.) In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors and shall be properly grounded at the splice location as specified.

2. Water System

- i.) A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- ii.) Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.
- iii.) Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.
- iv.) Above-ground tracer wire access boxes will be installed on all fire hydrants.
- v.) All conductive and non-conductive service lines shall include tracer wire.

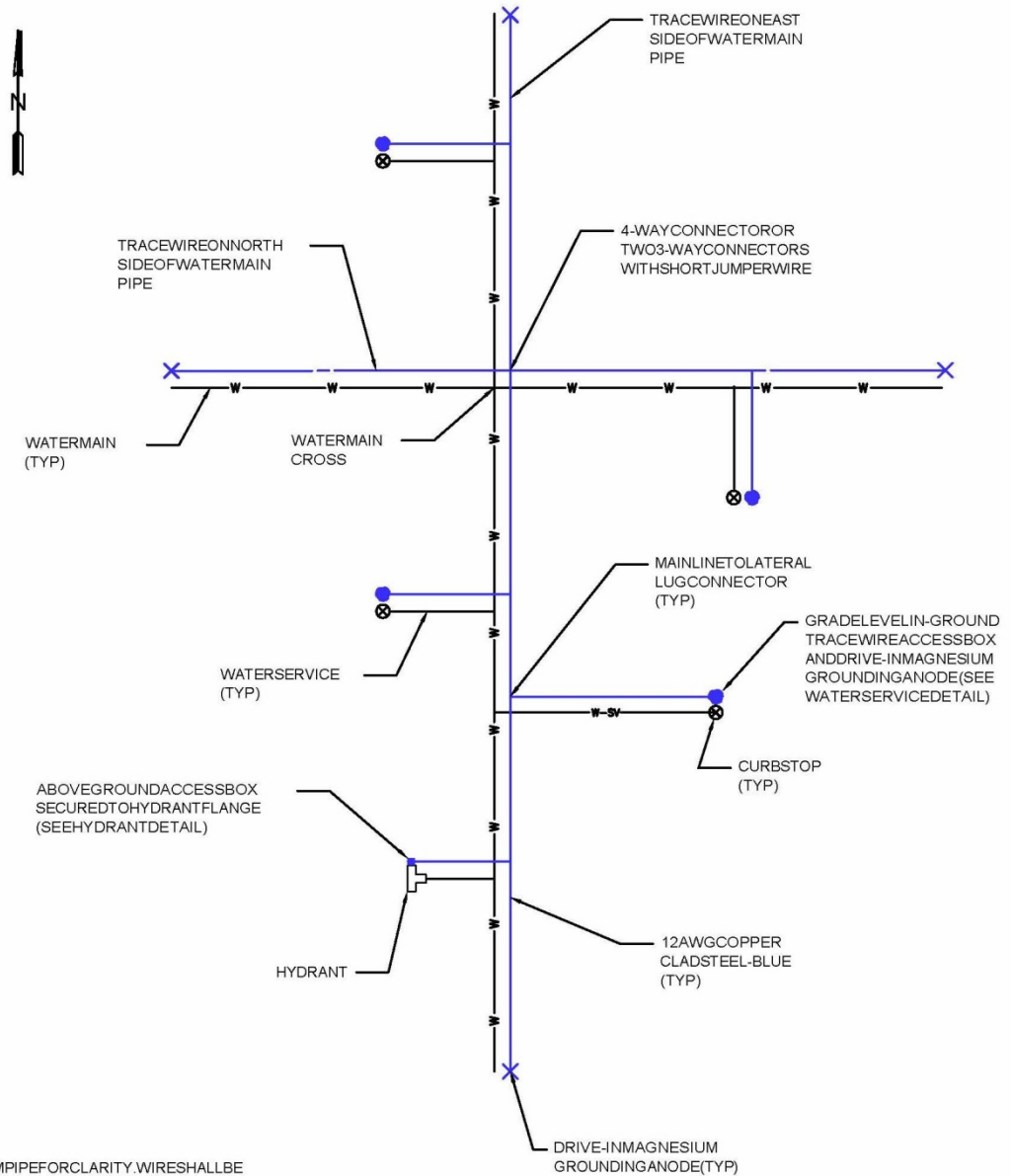
c. Prohibited Products and Methods

- 1. The following products and methods shall not be allowed or acceptable
 - i.) Uninsulated trace wire
 - ii.) Trace wire insulations other than HDPE
 - iii.) Trace wires not domestically manufactured
 - iv.) Non-locking, friction fit, twist on or taped connectors
 - v.) Brass or copper ground rods
 - vi.) Wire connections utilizing taping or spray-on waterproofing
 - vii.) Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
 - viii.) Trace wire wrapped around the corresponding utility
 - ix.) Brass fittings with trace wire connection lugs
 - x.) Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
 - xi.) Connecting trace wire to existing conductive utilities

d. Testing

- 1. All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.

2. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
3. Continuity testing in lieu of actual line tracing shall not be accepted.

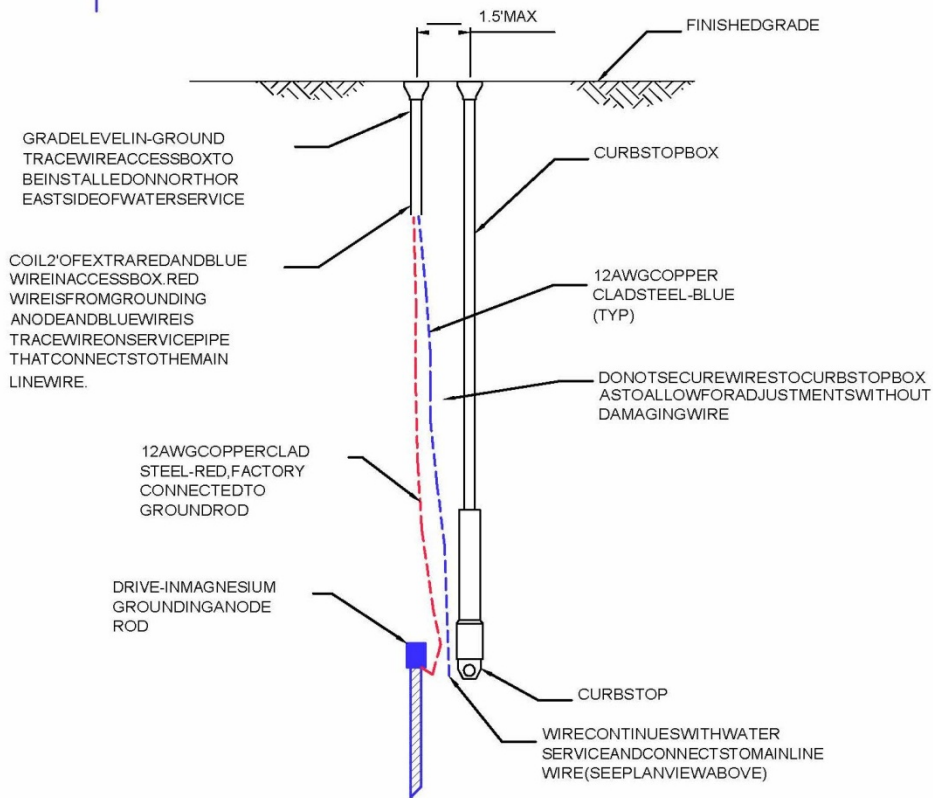
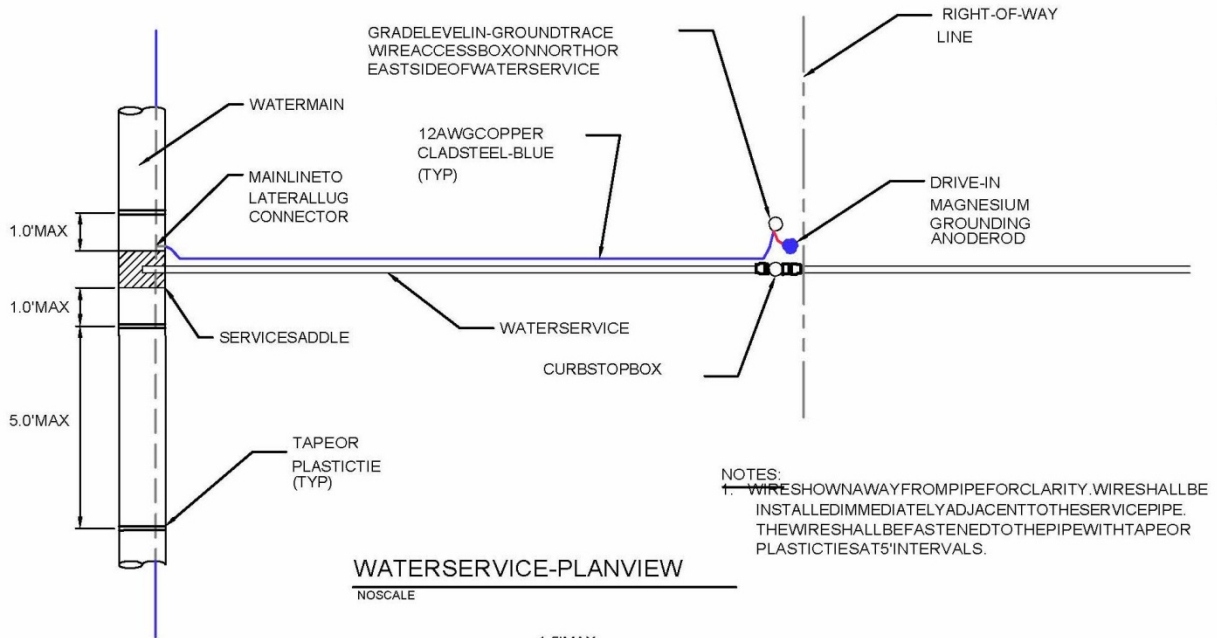


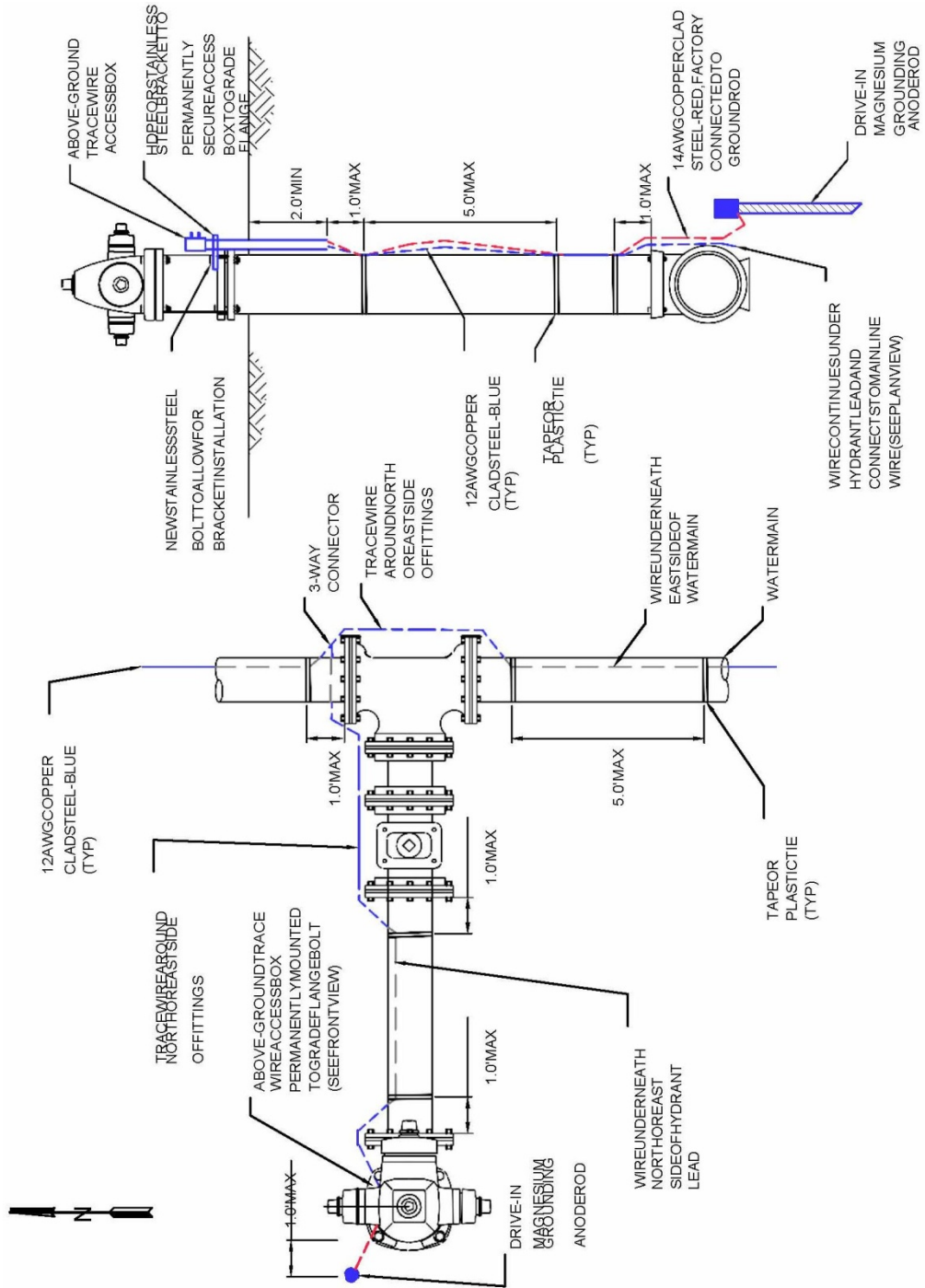
NOTES:

1. WIRESHOWN AWAY FROM PIPE FOR CLARITY. WIRES SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRES SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

TRACE WIRE PLAN (WATER)

NOSCALE





HYDRANT-SECTION VIEW
NOSCALE

HYDRANT-PLAN VIEW
NOSCALE

RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS

- 1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

- 2) **APPLICABLE PUBLICATIONS:** The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:
 - a) **AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):**
 - i) T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop
 - ii) T 167 Compressive Strength of Bituminous Mixture
 - iii) T 191 Density of Soil In-Place by the Sand-Cone Method
 - iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures
 - b) **AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)**
 - i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)
 - c) **MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)**
 - i) Standard Specifications for Road and Bridge Construction, 2004 Edition
 - ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3) **SUBMITTALS:** **Mix Designs:** Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4) **MATERIALS**

a) 4.1 **Subbase and Base Courses:** Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.

b) 4.2 **Prime Coat:** Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.

c) **Bituminous Pavement:** Bituminous Pavement for roadway and parking areas, wearing and binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.

d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.

i) Bituminous Materials (AC-20) 702.01

ii) Aggregate

iii) BC-1 Binder Course

iv) SC-1 for Surface Course

v) Filler 703.14

vi) **Topsoil:** Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.

vii) **Seeding and Sodding:** Seeding and sodding operations shall be in accordance with Technical Specifications - "SEEDING and SODDING."

5) **CONSTRUCTION**

a) **Maintenance of Traffic**

i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be

provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

- ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.
- iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) Repair of Asphalt; Concrete Streets; Driveways; Parking Lots

i) Removal and Earthwork:

(1) The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

(2) Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.

- i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MSHD Specification, Section 408.
- ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

iii) Asphalt Wearing Course: Placement and compaction of the bituminous

pavement shall be in accordance with MSHD Specification Section 403.03.

- iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

d) Driveways and Sidewalks:

- i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.
- ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

- e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.

f) Repair to Lawns:

- i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained
- ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil

shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

g) Erosion Control:

i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.

ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slope and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours

unless weather is prohibiting) after finish grading operations.

- ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.
- iv) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.
- v) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.
- vi) Sodding: Sod shall be place in accordance with Technical Specification – SEEDING and SODDING.
- i) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emulsified asphalt or by "crimping" parts of the material into the soil.
- j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.
- k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6) TESTING

- a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.
- b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:
 - i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.
 - ii) Tests shall be in accordance with AASHTO T 99.
 - iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922
 - iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING and SODDING

- 1) **DESCRIPTION:** This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.
- 2) **SUBMITTALS:** Certificates for fertilizer, limestone, seed.
- 3) **MATERIALS**
 - a) **Topsoil:** Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 or more than 8.0.
 - b) **Lime:** Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.
 - c) **Fertilizer:** Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.
 - d) **Seed:** Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.
 - i) All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination, and Planting Schedule			
Spring and Summer Seeding (March 1 to September 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50
Fall and Winter Seeding (September 1 to March 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

- ii) Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.
- e) Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied inconvenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.
- i) Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.
- f) Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.
- g) Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses and shall not contain any matter deleterious to its growth; or which might affect its subsistence or

hardiness when transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

4) INSPECTION AND TESTS

- a) Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.
- b) Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5) PREPARATION of GROUND SURFACE

- a) General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.
- b) Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.
- c) Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.
- d) Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6) APPLICATION of FERTILIZER and LIMESTONE

- a) Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- b) Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- c) Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.
- d) Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7) PLANTING SEED

- a) General: A satisfactory method of sowing shall be employed; using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to ensure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been affected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.
- b) Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or another approved device. Seed shall not be broadcast during windy weather.

- c) Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.
 - d) Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.
 - e) Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.
 - f) The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.
 - g) Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.
 - h) Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.
- 8) **MAINTENANCE**: Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.
- 9) **ESTABLISHMENT of GROWTH**
- a) General: The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of

grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

- b) Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.
- c) Re-fertilizing: The Contractor will determine areas needing re-fertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.
- d) Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

FIRE HYDRANT

- 1) **GENERAL:** Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision. Fire hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 5 ¼" in diameter. Fire Hydrant shall be of a dry barrel, dry top design. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.
- 2) **RATING:** Fire hydrants shall be rated at 250 psi water working pressure, tested at 500 pounds hydrostatic for structural soundness in the following manner: 500 pound hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat: second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be complete in accordance with AWWA C-502 and ULFM requirements.
- 3) **END CONFIGURATION:** Hydrants shall be connected to the main by a 6" fusion bonded, epoxy coated mechanical joint shoe. Mechanical joint shoes shall be fitted with strapping lugs.
- 4) **DESIGN**
 - a) The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate / drain valve mechanism. Drain valves shall be faced with rubber. The bottom stem threads of the main valve rod shall be fitted with an epoxy coated, cast iron bottom plate, sealing lower rod threads from the water.
 - b) Changes in size or shape of the waterway (hydrant nozzles) shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.
 - c) Hose and pumper nozzles shall be threaded and screwed into the nozzle section and then mechanically locked to prevent turning.
 - d) Hose and pumper caps shall be chained to the hydrant
 - e) The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Further, the hydrant shall be of the type that can be extended without excavating.
 - f) Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level; the main valve will remain closed.
 - g) The main valve rod shall be made in two parts and fitted with breakable coupling at

the ground line flange.

- h) The ground line connection between nozzle section and the barrel shall incorporate the use of a traffic flange. This connection shall be so designed that the nozzle section can be rotated in any increment of 360°. The ground line connection between the barrel and nozzle sections shall have a rubber o-ring gasket to provide a seal.
- i) The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
- j) The operating thread shall be lubricated at factory with food grade grease. Access shall be provided to field lubricate the operating mechanism.
- k) The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal in the bonnet.
- l) The bonnet shall be weather proof and utilize a weather shield integral with the external wrench operating nut.
- m) The operating nut shall be made of bronze with a self-lubricating design.
- n) Hydrants shall be of the dry barrel type and the hydrant shoe shall have two positive acting non-corrosive drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-502 requirements when main valve is open.
- o) The main valve assembly shall be seated in the hydrant with a bronze-to-bronze interface to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two-2 1/2" hose nozzles to the specified thread designation (NST) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST), or other combination of nozzle outlets, including independent hose gate valves, as shown on the plans.
- p) Two O-ring seals shall be utilized where the main hydrant rod passes through the 1 piece bonnet.
- q) Hydrant standpipe shall be ductile iron and single piece for all bury depths.
- r) All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- s) Hydrant shall open by turning to the left. The direction of opening is to be permanently marked on the hydrant bonnet.

- t) Threads on hose and steamer nozzles shall be National Standard unless otherwise specified.
- u) Size and shape of operating nuts cap nuts shall conform to National Standard unless otherwise specified.
- v) Bury shall be a minimum of three (3) feet measuring depth from grade line to bottom of trench or connecting pipe.
- w) Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

5) COATING

- a) The inside of all hydrants shall be coated in accordance with AWWA standards except for bronze and threaded machined surfaces. Exterior on hydrant nozzle section shall be painted Fire Hydrant Red (or other as shown on the plans).
- b) Hydrant shoes shall have an interior and exterior thermosetting epoxy coating of 5 to 6 mils meeting AWWA C550.

6) **MARKINGS:** Hydrant shall be marked with the name of the manufacturer, size of valve opening, direction of opening and the year of manufacture all in accordance with the AWWA C-502.

SOURCE: Hydrants shall be M&H Model 129, Mueller Super Centurion 250, or the American Flow Control.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sherrocko Stewart, Fire Chief

cc:

Date: Tuesday, November 5, 2019

Re: Approve Memorandum of Understanding Funding Agreement with Firehouse Subs Public Safety Foundation, Inc., for award in the amount of \$34,300.00 to be used toward the direct purchase of 15 sets of Lion V-Force Coats and Pants and authorize the Mayor to execute the same.
File Number: 2019-250
Minute Book #

Summary

Firehouse Subs Public Safety Foundation MOU

Recommendation Statement

I recommend approval and authorization for Mayor to execute in duplicate the Firehouse Subs Public Safety Foundation Memorandum of Understanding – Funding Agreement in the amount of \$34,300.00 to be used toward the direct purchase of 15 sets of Lion V-Force Coats and Pants.

Please place this on the November 5, 2019 City Council meeting for consideration.



Firehouse Subs Public Safety Foundation, Inc.

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

MEMO OF UNDERSTANDING- FUNDING AGREEMENT

October 11, 2019

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.

All purchases must match the quantities and equipment approved in the original grant request and approved quote.

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award a check to **City of Hattiesburg/Hattiesburg Fire Department, Hattiesburg, MS** for **\$34,300.00** to be used toward the direct purchase of **15 Sets of Lion V-Force Coats and Pants.**

City of Hattiesburg/Hattiesburg Fire Department Responsibilities

1. A check will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request. If there is a change in either information, you must submit a W-9
2. If the mailing address where the check needs to be sent differs from the address on the submitted grant application, please email the Foundation with the correct mailing address
3. **Confirm Receipt of Check** by emailing procurementfoundation@firehousesubs.com
4. **Purchase** the equipment on approved Quote #Q419826153 from Nafeco dated 10.11.19
5. **Verify Purchase** by providing Firehouse Subs Public Safety Foundation with one of the following:
 - Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s) **OR**
 - A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
6. **Confirm Receipt of Equipment** by providing Firehouse Subs Public Safety Foundation with ALL SIGNED and DATED packing slips
7. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation
 - Email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
 - Return Excess Funds to Firehouse Subs Public Safety Foundation within 90 days of purchase to Attention: Gina Brown, 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
8. If purchases exceed funding, **City of Hattiesburg/Hattiesburg Fire Department** is responsible for the additional amount

VERY IMPORTANT: Deadline for submitted documentation is March 1, 2020.

Firehouse Subs Public Safety Foundation

Date

City of Hattiesburg/Hattiesburg Fire Department Representative

Date

City of Hattiesburg/Hattiesburg Fire Department Representative Name (Print)

Date



NAFECO
2601 Beltline Road
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation
Q419826153

Date: 10/11/2019
Expires: 11/10/2019
FOB: Origin

Customer Number: HAT085
Customer Information: CITY OF HATTIESBURG
Address: P.O. BOX 1898
HATTIESBURG, MS 39403-1898

Attention: Chris Carr
Phone:
Email: ccarr@hattiesburgms.com
Prepared By: Ryan Brown

Qty.	Product	Description	Each	Total
3	MCVBMK718-40X32	LION V-Force Bi-Swing Coat, K7 PBI Max, Crosstech, Sz: 40X32R	\$1,370.00	\$4,110.00
3	MCVBMK718-42X32	LION V-Force Bi-Swing Coat, K7 PBI Max, Crosstech, Sz: 42X32R	\$1,370.00	\$4,110.00
3	MCVBMK718-44X32	LION V-Force Bi-Swing Coat, K7 PBI Max, Crosstech, Sz: 44X32R	\$1,370.00	\$4,110.00
3	MCVBMK718-46X32	LION V-Force Bi-Swing Coat, K7 PBI Max, Crosstech, Sz: 46X32R	\$1,370.00	\$4,110.00
3	MCVBMK718-48X32	LION V-Force Bi-Swing Coat, K7 PBI Max, Crosstech, Sz: 48X32R	\$1,370.00	\$4,110.00
4	MPVHMK718-36	LION V-Force Hi-Back Pant PBI Max, K7 Crosstech, Sz: 36R	\$905.00	\$3,620.00
4	MPVHMK718-38	LION V-Force Hi-Back Pant PBI Max, K7 Crosstech, Sz: 38R	\$905.00	\$3,620.00
4	MPVHMK718-40	LION V-Force Hi-Back Pant PBI Max, K7 Crosstech, Sz: 40R	\$905.00	\$3,620.00
3	MPVHMK718-42	LION V-Force Hi-Back Pant PBI Max, K7 Crosstech, Sz: 42R	\$905.00	\$2,715.00
1	Freight	Shipping to customer	\$175.00	\$175.00
			Total: \$34,300.00	
			tax & freight to be determined	

Notes: MS Contract # 8200043706

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, November 5, 2019

Re: Approve the sale of Unit #16757, 2001 Dodge diesel pickup truck as listed on the Hattiesburg Police Department's inventory, to Jackie Terry for \$1000.00, the value of said truck, pursuant to Miss. Code Ann. 17-25-25 (3).
File Number: 2019-275
Minute Book #

Summary

Approve the sale of Unit # 16575, 2001 Dodge pickup truck as listed on the Hattiesburg Police Department's inventory, to Jackie Terry for \$1,000.00, the value of said truck, pursuant to Miss. Code Ann. 17-25-25 (3).

Recommendation Statement

I recommend the approval of the sale of Unit # 16575 to Jackie Terry in the amount of \$1,000.00, pursuant to Miss Code Ann. 17-25-25 (3).

Please place this on the November 5, 2019 City Council meeting for consideration.

Jones, Ann

From: Tapp, Harris <htapp@hattiesburgms.com>
Sent: Tuesday, October 22, 2019 9:02 AM
To: Moran M. Pope, III
Subject: RE: Missing Vehicle
Attachments: image004.png; image003.png

Mr. Pope,

I have spoken with our Fleet Mechanic about the truck. He told me that the truck was not running at the time and that there were several other major mechanical issues with it. In fact, the truck had been deemed for auction. The last known mileage on the vehicle was approximately 323,000. Based on what he's telling me, I can only assume that the vehicle was inoperable and really have no way of proving otherwise.

We had a stolen vehicle case recently which had a vehicle involved in basically the same condition as our truck. The car was not running with unknown mechanical issues. The District Attorney considered the vehicle to be scrap and wouldn't prosecute it as a felony. Based on this information, we feel that the truck was scrap and worth \$1000.

Just let me know if I need to do anything further.

Lt. Harris Tapp

Hattiesburg Police Department/Internal Affairs

Office: 601-545-4936

Cell: 601-297-9206

From: Moran M. Pope, III <randypope@popelaw.com>
Sent: Monday, October 21, 2019 10:51 AM
To: Tapp, Harris <htapp@hattiesburgms.com>
Cc: Jones, Ann <annjones@hattiesburgms.com>
Subject: RE: Missing Vehicle

Lt. Tapp,

I talked with the State Auditor's office this morning, and he said, as I think we discussed, that it will be a fairly simple process if the fair market value of the vehicle at the time we took it to the repair shop was \$1000.00 or less (and Mr. Chain in the Auditor's office said he would be surprised if it was worth more than \$1000.00). Assuming that is the case, the City Council "may dispose of the property at a private sale" (Section 17-25-25 of the Mississippi Code). Once you've confirmed for me that the value of the vehicle was \$1000.00 or less, I will ask the City Council to approve the sale to Jackie Terry for whatever amount you advise me is the fair market value. Of course, once the Council approves it, we'll need to be sure Mr. Terry pays the City. And we'll need to be sure to keep good records of whatever happened up to this point and afterwards.

Let me know when you come up with a fair market value, and I'll ask Ann Jones to put this on the Council agenda. I'm attaching your original report to me so that Ann can be aware of the background.

Randy Pope

Moran M. (Randy) Pope, III

Pope & Pope, P.A.

PO Box 17527

Hattiesburg, MS 39404-7527

601-268-9997

<<mailto:randypope@popelaw.com>> randypope@popelaw.com

This communication is privileged and confidential and is for the use of the intended recipient only. If you are not the intended recipient, please notify the sender immediately and permanently delete this communication.

From: Tapp, Harris [<mailto:htapp@hattiesburgms.com>]

Sent: Tuesday, October 15, 2019 3:12 PM

To: randypope@popelaw.com

Subject: Missing Vehicle

Mr. Pope,

Attached is the summary that you requested. Let me know if you need anything else.

Lt. Harris Tapp

Hattiesburg Police Department/Internal Affairs

Office: 601-545-4936

Cell: 601-297-9206

On 10/01/19 Internal Affairs received a letter from Captain Shannon Weaver-Harris regarding a missing vehicle on city inventory. The vehicle was a 2001 Dodge diesel truck which was taken to Body Tech body shop back in 2014 for some repairs. This body shop is owned by Jackie Terry. Captain Harris letter stated that she received a phone call from Angie Terry, Jackie's wife, on August 6th, 2019. Harris stated that she was informed by Ms. Terry that Jackie had removed the bed from the truck belonging to the City of Hattiesburg and used it on his personal vehicle. Ms. Terry further alleged that Mr. Terry had the rest of the truck scrapped. Ms. Terry also alleged that Daryl Ford, the Service Center Supervisor, had knowledge of what had occurred with the truck.

On October 8, 2019 Lt. Tapp with Internal Affairs went and spoke with Ms. Terry on Byron Street in Hattiesburg, Ms. Ms. Terry had photos of the vehicle which she alleged that Mr. Terry had placed the bed on. The bed in the photos had paint missing and the original paint underneath was burgundy in color. This was the same color of the Dodge truck which belonged to the city. Lt. Tapp asked Ms. Terry to write a statement, but she stated that she didn't want to get any more involved because she was getting a divorce from Mr. Terry.

On 10/10/19 Lt. Tapp spoke with Daryl Ford regarding the vehicle. Ford remembered taking the truck out to Body Tech for repairs in 2014. Ford stated that the vehicle was taken out there because it had engine problems and that Mr. Terry said he knew a diesel mechanic which could look at it. Ford stated that before the truck was fixed, the individual who was assigned that unit was issued another vehicle to drive, so there was no priority to fix it. Ford stated that the last time he saw the truck was two years ago and that it was parked in an area called "the bottom" where Mr. Terry keeps junk cars. Ford stated that he had not spoken to Mr. Terry about the truck since he took it out there and that he had forgotten about it.

On 10/15/19 Lt. Tapp spoke with Jacki Terry at Body Tech on Lois Lane in Hattiesburg Mississippi. Mr. Terry confirmed Ford's statement that the truck was left for repairs but said that nobody ever contacted him about what to do with the truck. Terry stated that he assumed that they weren't going to fix it, so he moved it to his junk car area of the property. Terry stated that he had not seen the truck in quite some time and that he could not find the truck. Lt. Tapp asked Mr. Terry about the allegations that he had scrapped the truck and used the bed on it. Mr. Terry denied this and stated that the bed on his truck came from a scrap yard. Mr. Terry did verify that the vehicle was left at his business and that he was responsible for it. Mr. Terry stated that he would have to pay whatever the truck was worth to make it right. Lt. Tapp asked Mr. Terry if he had been told that he could have the truck by any city employees, and he stated no. Mr. Terry had his personal Dodge Truck which Ms. Terry alleged he put the bed on outside. Lt. Tapp observed that there was burgundy paint in the bed of the truck, but no identifiers could be found on the bed which would verify where it came from.

Currently the truck is still listed on HPD inventory as Unit #16757.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 5, 2019

Re: Approve Processing Agreement between the City of Hattiesburg and Trustmark Bank for a credit card machine located in the Grounds and Maintenance Office of Hattiesburg Parks and Recreation Department, at a monthly cost of \$12.50 and authorize the Mayor to execute the same.
File Number: 2019-263
Minute Book #

Summary

Authorize Mayor to execute a Processing Agreement between the City of Hattiesburg and Trustmark Bank for a credit card machine located in the Grounds and Maintenance Office of Hattiesburg Parks and Recreation Department, at a monthly cost of \$12.50.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2019 City Council meeting for consideration.



MERCHANT PROCESSING AGREEMENT

Merchant Application and Fee Schedule

PO Box 291
Jackson, MS 39205-0291
Phone: 877-995-9198
Fax: 866-242-2840

Please carefully complete the Application and read the Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. The Terms and Conditions can be viewed at <http://info.vantiv.com/NPCCMA>. Please retain the website to review the Terms and Conditions as well as a copy of the Merchant Application for your records. Worldpay ISO, Inc. ("NPC") and Member Bank's acceptance of this Application will be made in a manner authorized in the Agreements and/or Terms and Conditions.

Sales Representative ID Number (9 digit or 16 digit code)

S 3 4 4 8 R 1 0 3 B 4 3 6 4 A A

Bank # or Merchant Association #:

SECTION 1 MERCHANT BUSINESS INFORMATION

Business Legal Name (Must Match Business Tax Return Name) City of Hattiesburg		Contact Name: John Mclemore	
Business Name (DBA): ☐ Check here if Corporate Headquarters Parks and Recreation		Email address: jmclemore@hattiesburgms.com	Website:
Business Location Address: 139 Parkway Blvd		Business Billing Address: (if different from location address) P.O. Box 1898	
City, State, Zip: Hattiesburg, MS 39401		City, State, Zip: Hattiesburg, MS 39403-1898	
Phone #: 601 545 6667	Fax #: 601 545 6669	Phone #: 	Fax #:
Federal Tax ID #: 44-0000132			

SECTION 2 BENEFICIAL/CONTROL OWNERSHIP INFORMATION

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Type of Legal Entity: ☐ Association/Estate/Trust ☐ Financial Institution ☐ Partnership ☐ SEC Registered Entity				
☒ Government (Federal/State/Local) ☐ LLC ☐ Private Corporation				
☐ Individual/Sole Proprietor ☐ Non Profit/Tax-Exempt (501C) ☐ Publicly Traded Corporation				
Control Owner/Officer/Principal Name: Toby Barker		Title: Mayor	DOB: 	SSN #:
Home Address: 		City, State, Zip: 		Phone #:
Beneficial Owner/Officer/Principal Name:		Title:	DOB:	SSN #:
Home Address:		City, State, Zip:		Phone #:
Beneficial Owner/Officer/Principal Name:		Title:	DOB:	SSN #:
Home Address:		City, State, Zip:		Phone #:
Beneficial Owner/Officer/Principal Name:		Title:	DOB:	SSN #:
Home Address:		City, State, Zip:		Phone #:
Beneficial Owner/Officer/Principal Name:		Title:	DOB:	SSN #:
Home Address:		City, State, Zip:		Phone #:

SECTION 3 IMPORTANT DISCLOSURES Merchant acknowledges receipt of NPC's documentation, which includes Merchant Processing Agreement Ver.GEN.0718

IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. (2) A Visa Member must be a principal (signer) to the Merchant Agreement. (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

MEMBER BANK:
Fifth Third Bank
c/o Worldpay LLC
8500 Governors Hill Drive
Symmes Township, OH
45249
(866) 250-9764

Signature (Signature may be evidenced by facsimile) X	Name (please print) Toby Barker	Date
--	------------------------------------	----------

Merchant's Business Name (Legal):

City of Hattiesburg

SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS

☐ Ownership or Legal Entity Change	Close NPC Existing MID#:	Close Date Existing MID:	Open Date: 12/2016
Annual Volume (Visa/MC/DS/AX) 10,000	% Card Present 95	% Card Swipe 95	% Imprint (Manually Keyed) 0
Average Ticket (Visa/MC/DS/AX) 75	% Card Not Present 5	% MOTO 0	% Internet 0
Highest Ticket (Visa/MC/DS/AX) 1,000	Total 100%		% B2B 0
☐ Add'l. Location 1st Location MID:		☒ Never Accepted Cards ☐ Processor Change	
Type of Goods/Service Sold: Parks & Recreation		REFUND POLICY (Check One): ☐ No Refund ☐ Refund in 30 days or less ☐ Merchandise exchange only ☒ Other Case by Case	
Seasonal Sales: ☒ Yes ☐ No		Active Months: ☐ JAN ☐ FEB ☒ MAR ☒ APR ☒ MAY ☒ JUN ☒ JUL ☒ AUG ☒ SEP ☐ OCT ☐ NOV ☐ DEC	

SECTION 5 COMPLIANCE INFORMATION

Do you (MERCHANT) have a ☐ 3rd party software application/gateway or ☐ POS Terminal	Are you compliant with the Payment Card Industry Data Security Standards? ☒ YES ☐ NO
If yes, identify Security Assessor and certificate number:	Last Certification Date:
Have you been notified by Visa, MasterCard or Discover that you have been the victim of a compromise of cardholder data? ☐ YES ☒ NO	If yes, have you completed remediation? ☐ YES ☐ NO
Do you store cardholder data? Paper - ☐ YES ☐ NO Electronic - ☐ YES ☐ NO	
Third Party Software/Gateway Vendor Name and Address:	Third Party Software/Gateway Vendor Contact Information:
Version #	Merchant data to which this vendor has access:
Does software store cardholder information? ☐ YES ☐ NO	Is Third Party Software/Gateway PCI DSS and/or PA DSS compliant? ☐ YES ☐ NO

All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide NPC with evidence that Merchant (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. NPC has created the PCI Program (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. You are enrolled in the PCI Program and the applicable fees will be assessed in accordance with the terms of the PCI Program. Information on the PCI Program is set forth in Section 15 of the Terms and Conditions and the applicable fees are set forth in Section 11. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA DSS").

SECTION 6 MERCHANT BANK ACCOUNT INFORMATION

In accordance with the terms set out in the Merchant Processing Agreement, funds will be transferred to/from the account as delineated. If nothing is checked, MERCHANT will receive Premium ACH. ACH can be performed by the following entities: Member Bank, NPC or any authorized agent of NPC or any Third Party Service Provider with whom you have contracted. *Subject to special approval.

Deposit Time Frame: ☐ Premium ACH ☒ Alternate Funding*	Deposit Type: ☐ Combined ☒ By Batch
Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals. If more than one account is indicated, account #1 will be used for Sales.	
Routing #1	DDA Account Type: ☒ Checking ☐ Savings
Account #1	
Routing #2	DDA Account Type: ☐ Checking ☐ Savings
Account #2	If a second account, this account is used for: ☐ Discount ☐ Fees ☐ Credits ☐ Chargebacks

SECTION 7 CHECK/ ACH SERVICES

If Check Services are selected and by signing Merchant Processing Agreement, Merchant agrees to accept Check Services pursuant to, and to be bound by, the terms and conditions for Check products acceptance as stated in the Merchant Processing Agreement or as provided by Check services provider, SPS-EFT, or other service provider. Member Bank is not providing the Check/ACH Services. Merchant must be approved by NPC and its service provider, SPS-EFT, or by other service provider.

++ For Non-Guarantee checks \$10,000 and greater: A premium of 0.10% (ten basis points) will be charged in addition to the discount rate.

***These fees apply per account.

Check Service	Discount Rate	Transaction Fee	Check Service	Discount Rate	Transaction Fee	Other Check21 Fees
☐ Check Conversion w/Guarantee			☐ Check21 POS - Guarantee			Check21 Return Fee***:
			☐ Check21 POS - Non-Guarantee**			
☐ Check Conversion w/o Guarantee			☐ Check21 Remote - Guarantee			Monthly Check21 Access Fee***:
			☐ Check21 Remote - Non-Guarantee**			
☐ Paper Check w/ Guarantee			☐ Check21 POS Payroll option - Guarantee: Discount Rate + 3% premium			☐ Monthly Billing
			☐ Check21 POS Payroll option - Non-Guarantee: Discount Rate + 1% premium			
# of Checks Monthly:	Average Amount:	Largest Check Amount:	Monthly Service Fee***:	Batch Fee:	Monthly Minimum***:	Annual Fee***:
						Termination Fee***:

Merchant's Business Name (Legal)

SECTION 8 FEE SCHEDULE

APPLICATION: ☒ Tiered* ☐ Flat Rate* DISCOUNT: ☐ Daily ☒ Monthly CARD OPTIONS: ☒ All Cards ☐ Other Cards
 TYPE: ☐ Interchange* ☐ Cash Advance ☒ Debit Card Only

BUSINESS TYPE: ☒ Retail ☐ Restaurant ☐ Mail/Telephone Order** ☐ Internet**
 SUB BUSINESS TYPE: ☐ Retail Key Entered** ☐ DialPay Capture** ☐ MOTO/CardSwipe** ☐ Large Ticket

VISA/MasterCard/Discover (V/MC/D) Rate Category	Discount Rate	Transaction Fee	AMERICAN EXPRESS Rate Category*	Discount Rate	Transaction Fee
Base	1.65 %	\$.20	Base	2.25 %	\$.20
Mid-Qualified ¹ (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)	+ .85 %	+\$	Mid-Qualified ¹	+ .96 %	+\$
Non-Qualified ²	+ .70 %	+\$	Non-Qualified ²	+ .75 %	+\$
Base Debit NON PIN-Based ³ (Same as V/MC/D Discount Rate if left blank) Regulated Only ⁶ ☐	1.20 %	+\$	Miscellaneous Product Fees		
☐ Debit PIN-Based ⁴	Monthly Hosting Fee	\$	☐ Wireless Service ³		
Qualified Rewards ⁵	%	Same as Visa/MC/Discover Transaction Fee	Quantity	Setup Fee	Monthly Hosting Fee
				\$	\$

Transaction fees are charged for all transaction authorization attempts.
¹Added to Base discount rate and transaction fee.
²Added to applicable Mid-Qualified discount rate and transaction fee.
³Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification.
⁴Debit Network Interchange, sponsorship, switch and gateway fees, and any miscellaneous fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.
⁵Same as Mid-Qualified discount rate if left blank for the applicable Reward categories collected by NPC (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants).

***TIERED MERCHANTS ONLY - Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on such sales volume.** ⁶Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235. NON PIN debit transactions from exempt issuers will fall under the Base V/MC/D discount rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit transactions. **If the Retail Key Entered/MOTO/Internet/DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPC's processing fees and Card Brand Interchange fees are included in the discount rate. All other Card Brand fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

*** INTERCHANGE MERCHANTS ONLY - CARD ORGANIZATION FEES:** Visa, MasterCard and Discover Interchange fees, assessments and other fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

*** FLAT RATE MERCHANTS ONLY - CARD ORGANIZATION FEES:** All fees are included in discount rate and transaction fee above except fees related to International transactions. Does not apply to American Express.

***AMERICAN EXPRESS -** Existing American Express Number ☐ YES ☒ NO
 Annual Estimated or Actual American Express Volume is less than \$1,000,000.00 ☒ YES ☐ NO If No, Merchant is not eligible for the American Express Program.
☐ By checking this box, Merchant elects to opt out of the American Express Program
☒ By checking this box, Merchant elects to opt out of receiving American Express Marketing Materials.

SECTION 9 OCCURRENCE FEES

On File Fee	5 /month	Minimum Bill	15 /month	Paper Statement	☐ Yes ☒ No /month
Batch Fee ^{1†}	.2 /each	Early Deconversion Fee ¹	375 /each	Advantage Buyer Program ³	☐ Yes ☐ No 25 /month
Voice Auth/DialPay	0.95 /each	Card Brand Usage Fee (NABU) ²	.06 /each	PCI Fee ⁴	☐ 90 /year OR ☐ 165 /year
ACH/DBA Change Fee	25. /each	Chargeback Fee	15 /each		☒ 7.5 /month OR ☐ 13.75 /month
Retrieval Fee	15 /each	1099-K Reporting is provided at No Charge			
Annual Fee	0	Charged-in-Month-of	0	Regulatory Accounting Assistance Program (RAAP) Fee ⁵	0
				Charged Annually-Month of	March

Return ACH(s) are subject to a \$25.00 fee for each occurrence.
^{1†}Same as V/MC/D base transaction fee if left blank; if base V/MC/D transaction fee is left blank, the fee is \$0.30.
¹The initial term of the Merchant Agreement is 3 years and automatically renews for additional 2-year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 7.B of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 7.B of the Terms and Conditions.
²The Card Brand Usage Fee (NABU) includes the MasterCard Network Assessment and Brand Usage Fee, the Visa Acquirer Processing Fee, and the Visa Base II Transaction Fee and applies to Tiered Merchants Only.
³See Schedule I of the Terms and Conditions for additional information.
⁴Merchant may be charged a PCI Non-Compliance fee of \$19.95 per month per MID. Please refer to Section 6.G of the Terms and Conditions
⁵See Section 13 of the Terms and Conditions for additional information.

Merchant's Business Name (Legal): _____

SECTION 10 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

PERSONAL GUARANTEE: In exchange for NPC's and Member Bank's acceptance of this Merchant Agreement, each person signing immediately below this paragraph (each such person, a "Guarantor") is signing this Merchant Agreement as a Guarantor of the Merchant identified on page 1 of the Merchant Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions starting in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Guaranty provisions. Each Guarantor individually authorizes NPC, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit reporting agency and/or to obtain a criminal background check. Guarantor acknowledges receipt of the Merchant Agreement, which is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

Authorized Signature of Guarantor: (Do Not Include Title)		Guarantor Name:	Date of Signature:
Home Address:		City, State, Zip:	
Date of Birth:	Social Security Number:	Phone #:	

SECTION 11 PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize NPC and Member Bank to obtain your consumer credit report.

SECTION 12 MERCHANT ACKNOWLEDGEMENTS AND SIGNATURE

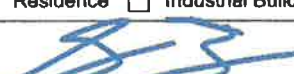
Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference (GEN.0718) as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the independent sales representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party. Merchant further authorizes the release of Merchant information in accordance with the provisions of Section 10 of the Terms and Conditions. If Merchant does not want to participate in the American Express Program, the applicable Opt Out Box has been marked.

IN WITNESS WHEREOF Merchant has caused this Agreement to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT

Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
X	Toby Barker	

Merchant's Business Name (Legal)

SECTION 13 EQUIPMENT SETUP		PROVIDER CODE: NPC = NPC to ship equipment		SOF = Sales office to ship equipment		MER = Merchant Owned			
TERMINAL	QTY	PROVIDER CODE	PRINTER	PROVIDER CODE	PIN PAD		PROVIDER CODE		
Vx 520	1	SOF			☐ NEW ☐ EXCHANGE				
					☐ NEW ☐ EXCHANGE				
					☐ NEW ☐ EXCHANGE				
Other:		Provider Code:		Other:		Provider Code:			
EQUIPMENT SOFTWARE INFORMATION		SOFTWARE NAME		PUBLISHER		VERSION			
EQUIPMENT OPTIONS THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW									
☒ RETAIL / MOTO AVS ☐ YES ☐ NO Last 4-Digits ☐ YES ☐ NO CVV 2 ☐ YES ☐ NO Purchase Card/Level 2 ☐ YES ☐ NO Invoice # Prompt ☐ YES ☐ NO PBX Code ☐ 8 ☐ 9 Multi Merchant ☐ YES ☐ NO First Merchant MID _____				Auto-Close++ ☒ YES ☐ NO TIME: 17:00 Store N Forward ☐ YES ☐ NO Pre-dial ☐ YES ☐ NO Cash Back ☐ YES ☐ NO Debit Cash Bank Max Amount _____ ++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST				☐ RESTAURANT Tips ☐ YES ☐ NO Servers ☐ YES ☐ NO Tables ☐ YES ☐ NO Bar Tab ☐ YES ☐ NO Suggested Tip ☐ YES ☐ NO ☐ FAST PAY (FPS) ☐ Both receipts signature line ☐ Both receipts NO signature line ☐ NO receipts under \$25.00	
				☐ CASH ADVANCE ☐ LODGING FUEL ☐ YES ☐ NO PASSWORD All ☐ YES ☐ NO Void ☐ YES ☐ NO Return ☐ YES ☐ NO Settlement ☐ YES ☐ NO Other _____					
Custom Header / Footer:				Wireless ID:					
				Comments:					
EQUIPMENT SHIPPING INSTRUCTIONS Required ONLY if ordered through NPC - Default shipping options (Indicated by *) will be applied for any option not selected below									
Ship To: ☒ Merchant Location * ☐ NPC ☐ Other				☐ 1-3 Day ☐ Over Night Priority * ☐ Ground ☐ Saturday					
Attn:				Payment For Equipment Will Be:					
Address:				☐ Lease ☐ Check ☐ Cash ☐ Visa ☐ MC ☐ Discover ☐ Amex ☐ 30 Day (Bill Group)					
City:	State:	Zip:	Phone #:	☐ Special Instructions:					
NPC TO REPROGRAM/TRAIN MERCHANT? ☐ YES ☒ NO									
NPC TO SHIP WELCOME KIT? ☐ YES ☒ NO									
WELCOME KIT SHIPPING INSTRUCTIONS Required if welcome kit is shipping to separate address from above									
Ship To: ☐ Merchant Location * ☐ NPC ☐ Other				Attn: Phone #:					
Address:				City: State: Zip:					
SECTION 14 SITE INSPECTION INFORMATION									
I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):									
☒ I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Control Owner/Officer Information Section, and witnessed their signing of the Agreement.				Business/Inventory/Shipments: Does business appear as represented? ☒ YES ☐ NO Is business open and operating? ☒ YES ☐ NO Is inventory sufficient for business type? ☒ YES ☐ NO Are goods and services delivered at the time of sale? ☒ YES ☐ NO Goods and services charged to credit card on ☒ Order ☐ Shipment Are good and services delivered ☐ Digitally ☐ Physically ☐ Both If goods are shipped, is a Fulfillment House used? ☐ YES ☐ NO					
☐ An NPC approved third party site inspection vendor will supply inspection within 15 days of my signature below or I have informed NPC that a site inspection is needed.									
☐ I have not physically inspected the business premises of the Merchant; but have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Control Owner/Officer Information Section.									
If Fulfillment House is used, please complete the following:									
Fulfillment House Name and Address:				Fulfillment House Contact Information:					
Is Fulfillment House PCI DSS Compliant? ☐ YES ☐ NO				% of shipments by this vendor					
Location Type: ☒ Retail Store Front ☐ Office Building ☐ Residence ☐ Industrial Building ☐ Trade Show									
Sales Organization: SCS		Sales Rep Signature: 			Application Date:				



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, November 5, 2019

Re: Authorize submission of an application to the Mississippi Emergency Management Agency (MEMA) 2019 Hazard Mitigation Grant Program to fund an acquisition project in the amount of \$501,970 (\$376,477.50 federal/\$125,492.50 local match) to purchase and demolish three repetitive loss properties and convert the lots into open space.
File Number: 2019-251
Minute Book #

Summary

2019 MEMA Hazard Mitigation Grant Program

Recommendation Statement

I recommend authorization of submission of an application to the Mississippi Emergency Management Agency (MEMA) 2019 Hazard Mitigation Grant Program to fund an acquisition project in the amount of \$501,970 (\$376,477.50 federal/\$125,492.50 local match) to purchase and demolish three repetitive loss properties and convert the lots into open space.

Please place this on the November 5, 2019 City Council meeting for consideration.



**MEMA MITIGATION GRANT PROGRAM
PROJECT APPLICATION – GENERATOR RECIPIENT**

TO: Mississippi Emergency Management Agency
FROM: Applicant: City of Hattiesburg
RE: Project Title: City of Hattiesburg - 2019 Acquisition Project

MAINTENANCE AGREEMENT

The City of Hattiesburg (*city, town, county*), Mississippi as the *Recipient*, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the **routine** maintenance of any real property, structures, or facilities acquired as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities maintenance and preventative activities performed according to manufacturer's specifications, monthly load testing and maintaining records of these activities.

The purpose of this Maintenance Agreement is make clear the *Recipient's* maintenance responsibilities following project award, and to show the City of Hattiesburg's (*city, town, county*) acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal, State and Local laws or regulations and which are in force on the date of project award.

I am duly authorized by City of Hattiesburg (governing body of the Recipient) to execute this Maintenance Agreement.

Signature  Date:(m/d/yyyy) 10/09/2019

Printed Name: Toby Barker

Title: Mayor

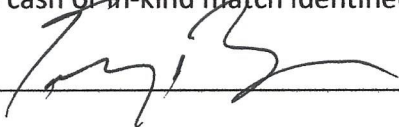


HMA GRANT APPLICATION CERTIFICATION AND AUTHORIZATION

Hazard Mitigation Grant # 4415-S1941

Hazard Mitigation Grant Title: City of Hattiesburg - 2019 Acquisition Project

The undersigned does hereby submit this Mitigation Grant application for financial assistance and certifies that the applicant will fulfill all grant requirements. The undersigned also commits to provide the cash or in-kind match identified in our grant application.

*Signature:  Date: 10/09/2019

Title: Mayor

*Must be signed by Chief Executive Officer or by other official authorized to execute agreements on behalf of the applicant.



**MEMA MITIGATION GRANT PROGRAM
PROJECT MANAGEMENT COST-OPT OUT FORM**

TO: Mississippi Emergency Management Agency

FROM: Applicant: City of Hattiesburg

RE: Project Title: City of Hattiesburg - 2019 Acquisition Project

OPT OUT FORM

The purpose of this form is to make clear the sub-recipients desire to decline/reject the 5% management cost in accordance with FEMA regulations under the DRRA section 1215. By signing this form, it will not prohibit the subrecipient from requesting project management costs as a line item in the submitted application's project budget.

I have been informed by MEMA Mitigation that that the City of Hattiesburg,
(city, town, county)

Mississippi as the Sub-Recipient can apply for management cost for the
City of Hattiesburg - 2019 Acquisition
Project, 4415-S#1941, Management cost is up to 5% of the total project cost
(Project title, number).

paid at 100% currently estimated at \$ 501,970. I understand that by submitting this

form that City of Hattiesburg wish to decline/reject the
(sub-recipient)
management cost for City of Hattiesburg - 2019 Acquisition Project, 4415-S#1941
(project title, number).

It is understood that by declining/rejecting the project management cost that the undersigned will not have to submit a quarterly report for management cost for this project.

I am duly authorized by City of Hattiesburg (governing body
of the Recipient) to execute this Opt-Out Form.

Signature Toby Barker Date: 10/18/2019

Printed Name: Toby Barker

Title: Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, November 5, 2019

Re: Authorize the acceptance of the FY19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$20,478 and authorize the Mayor to execute the same in duplicate.
File Number: 2019-252
Minute Book #

Summary

2019 Department of Justice Byrne Grant Award

Recommendation Statement

I recommend acceptance of the FY19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$20,478 and authorization for the Mayor to execute the same in duplicate.

Please place this on the November 5, 2019 City Council meeting for consideration.



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 21, 2019

The Honorable Toby Barker
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor Barker:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$20,478 for City of Hattiesburg.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Linda Hill, Program Manager at (202) 353-9196; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Sullivan", with a long horizontal flourish extending to the right.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 21, 2019

The Honorable Toby Barker
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor Barker:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 29

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

4. AWARD NUMBER: 2019-DJ-BX-0822

5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2020
BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2020

6. AWARD DATE 09/21/2019

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

646000432

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

079448130

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

City of Hattiesburg/Forrest County FY19 JAG Project

10. AMOUNT OF THIS AWARD

\$ 20,478

11. TOTAL AWARD

\$ 20,478

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Toby Barker
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		20478

21. UDJUGT1170



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2019-DJ-BX-0822

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
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**AWARD CONTINUATION
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PROJECT NUMBER 2019-DJ-BX-0822

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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**AWARD CONTINUATION
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PROJECT NUMBER 2019-DJ-BX-0822

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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**AWARD CONTINUATION
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PROJECT NUMBER 2019-DJ-BX-0822

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.



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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.



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37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.



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40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



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47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



U.S. Department of Justice
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Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 28 OF 29

PROJECT NUMBER 2019-DJ-BX-0822

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/SuccessStoryList.aspx).



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 29 OF 29

PROJECT NUMBER 2019-DJ-BX-0822

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

67. Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

68. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

69. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

70. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Hattiesburg

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

 U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
	Grant	
	PROJECT NUMBER 2019-DJ-BX-0822	PAGE 1 OF 1
This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).		
1. STAFF CONTACT (Name & telephone number) Linda Hill (202) 353-9196 2. PROJECT DIRECTOR (Name, address & telephone number) Jennifer Shows Grant Coordinator P.O. Box 1898 Hattiesburg, MS 39403-1898 (601) 545-4544		
3a. TITLE OF THE PROGRAM BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT City of Hattiesburg/Forrest County FY19 JAG Project		
5. NAME & ADDRESS OF GRANTEE City of Hattiesburg Post Office Box 1898 Hattiesburg, MS 39403-1898		6. NAME & ADDRESS OF SUBGRANTEE
7. PROGRAM PERIOD FROM: 10/01/2018 TO: 09/30/2020		8. BUDGET PERIOD FROM: 10/01/2018 TO: 09/30/2020
9. AMOUNT OF AWARD \$ 20,478		10. DATE OF AWARD 09/21/2019
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs. This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information		

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wes Curry, Municipal Court Judge

cc:

Date: Tuesday, November 5, 2019

Re: Approve a scope change amendment request to the Substance Abuse and Mental Health Services Administration (SAMHSA) for the Hattiesburg Behavioral Health Court Treatment Expansion project, to move the performance of drug testing services to a third party contractor.
File Number: 2019-257
Minute Book #

Summary

SAMHSA Amendment - Hattiesburg Behavioral Health Court Treatment Expansion

Recommendation Statement

I recommend approval of a scope change amendment request to the Substance Abuse and Mental Health Services Administration (SAMHSA) for the Hattiesburg Behavioral Health Court Treatment Expansion project, to move the performance of drug testing services to a third party contractor.

Please place this on the November 5, 2019 City Council meeting for consideration.



*City of Hattiesburg Municipal Court
200 West Pine
Hattiesburg, Mississippi 39401
601.545.4933*

Sally O'Flynn
City Prosecutor
soflynn@hattiesburgms.com
601.545.4933

Wes Curry
Municipal Court Judge

Phillip McSwain
Court Administrator
pmcswain@hattiesburgms.com
601.545.4933

October 23, 2019

RE: Grant # 6H79TI081923-01M001, Hattiesburg Municipal Court – Hattiesburg Behavioral Health Court Treatment Expansion

Dear Ms. Schrier and Ms. King:

I am writing to request a scope amendment of grant # 6H79TI081923-01M001, Hattiesburg Municipal Court – Hattiesburg Behavioral Health Court Treatment Expansion. A scope amendment is being requested as Hattiesburg Municipal Court has determined that having the drug testing component of our project conducted by a third-party contractor would be more convenient and cost-effective.

With this change, instead of purchasing supplies for drug testing, Hattiesburg Municipal Court will pay Court Programs, Inc., on a per-test basis for the drug testing. This budget change resulted in \$20,600 being moved from the Supplies category to the Contractual category for drug testing services performed by Court Programs, Inc. Funds saved from this change were reallocated to other categories.

Other budget revisions were made due to the savings realized from the drug testing change and due to having the Peer Recovery Support Specialist hired by the previously-approved contractor—Pine Belt Mental Healthcare Resources—instead of by the Court. These changes, while detailed in our revised budget narrative, are summarized below:

Category	Detail	Original Amount	Revised Amount
Personnel	Peer Recovery Support Specialist (PRSS)	\$25,000	\$0
Fringe	PRSS	\$6,100	\$0
Travel	NADCP 2019 Conference	\$3,118	\$1,559
	MADCP 2019 Conference	\$0	\$849
	NADCP 2020 Conference	\$0	\$5,501
Supplies	RANT	\$2,750	\$1,100
	Drug Tests	\$27,135	\$0
	Laptop	\$0	\$800
	Office Supplies	\$0	\$744
Contractual	Court Programs, Inc.	\$0	\$20,600
	Pine Belt Mental Healthcare Resources	\$319,537	\$350,697
Other	NADCP 2019 Conference Registration	\$1,590	\$795
	MADCP 2019 Conference Registration	\$0	\$200
	NADCP 2020 Conference Registration	\$0	\$2,385
Total		\$385,230	\$385,230



*City of Hattiesburg Municipal Court
200 West Pine
Hattiesburg, Mississippi 39401
601.545.4933*

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soflynn@hattiesburgms.com
601.545.4933

Wes Curry
Municipal Court Judge

Phillip McSwain
Court Administrator
pmcswain@hattiesburgms.com
601.545.4933

Category	Category Original Total	Category Revised Total
Personnel	\$25,000	\$0
Fringe	\$6,100	\$0
Travel	\$3,118	\$7,909
Supplies	\$29,885	\$2,644
Contractual	\$319,537	\$371,297
Other	\$1,590	\$3,380
Grand Total	\$385,230	\$385,230

We appreciate your consideration of this request, and look forward to hearing from you.

Sincerely,

Khadijah Muhammad
Community Initiatives Coordinator – Project Director
Behavioral Health Court Coordinator
Hattiesburg Municipal Court

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BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 01/31/2019

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	\$	\$	\$ 385,230	\$ 0	\$ 385,230
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	\$ 385,230

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Substance Abuse and Mental Health Services Projects of Regional and National Significance				
a. Personnel	\$ 0	\$	\$	\$	\$ 0
b. Fringe Benefits	0				0
c. Travel	7,909				7,909
d. Equipment					
e. Supplies	2,644				2,644
f. Contractual	371,297				371,297
g. Construction					
h. Other	3,380				3,380
i. Total Direct Charges (sum of 6a-6h)					\$
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ 385,230	\$	\$	\$	\$ 385,230
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	Substance Abuse and Mental Health Services Projects of Regional and National Significance	\$	\$	\$	\$
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 385,230	\$ 96,307	\$ 96,307	\$ 96,308	\$ 96,308
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$ 385,230	\$ 96,307	\$ 96,307	\$ 96,308	\$ 96,308

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	Substance Abuse and Mental Health Services Projects of Regional and National Significance	\$ 385,230	\$ 385,230	\$ 385,230	\$ 385,230
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$ 385,230	\$ 385,230	\$ 385,230	\$ 385,230

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

Budget Narrative

Personnel

Position	Name	Key Staff	Annual Salary/Rate	Level of Effort	Total Salary Charged to Award
(1) Project Director	Khadijah Muhammad	Yes	In-kind cost	50%	\$0
FEDERAL REQUEST					\$0

1. The Project Director will coordinate and supervise all project activities, including recruiting and screening participants, documenting progress, and conducting meetings. The position is also responsible for collaborating with the Evaluator to collect data, assess progress, and complete required reports.

Travel

Purpose	Destination	Item	Calculation	Travel Cost Charged to the Award
(1) NADCP 2019 Conference	Hattiesburg, MS to Washington, D.C.	Airfare	\$500/flight x 1 person	\$500
		Hotel	\$180/night x 1 person x 4 nights	\$720
		Per Diem (meals & incidentals)	\$76/day x 1 person x 4 days	\$304
		Shuttle Service (Airport to Hotel)	\$35 round trip x 1 persons	\$35
(2) MS Association of Drug Court Professionals Conference	Hattiesburg, MS to Oxford, MS	Mileage	500 miles x \$0.58/mile	\$290
		Hotel	\$105/night x 1 person x 3 nights	\$315
		Per Diem (meals & incidentals)	\$61/day x 1 person x 4 days	\$244

(4) NADCP 2020 Conference	Hattiesburg, MS to Anaheim, CA	Airfare	\$500/flight x 3 persons	\$1,500
		Hotel	\$181/night x 3 persons x 4 nights	\$2,172
		Per Diem (meals & incidentals)	\$66/day x 3 persons x 4 days	\$792
		Taxi/Shuttle Service	\$35/day x 3 persons x 4 days	\$420
		Mileage (Round trip - to Airport)	244 miles @ \$0.58/mile x 3 persons	\$425
		Airport Parking	\$16/day x 4 days x 3 persons	\$192
FEDERAL REQUEST				\$7,909

1. The Project Director will attend the National Association of Drug Court Professionals (NADCP) Annual Training Conference in National Harbor, MD. The NADCP Conference will take place July 14 – 17, 2019.
2. The Project Director will attend the Mississippi Association of Drug Court Professionals (MADCP) Annual Training Conference in Oxford, MS. The MADCP Conference will take place August 21 – 23, 2019.
3. The Project Director, Judge, and Court Administrator will attend the National Association of Drug Court Professionals (NADCP) Annual Training Conference in Anaheim, CA. The NADCP Conference will take place May 27 – 30, 2020.

Supplies

Item(s)	Rate	Cost
(1) Risk and Needs Triage (RANT)	\$1,100 for 5 users for 1-yr term	\$1,100
(2) Laptop	1 Laptop	\$800
(3) Office Supplies	\$62/month x 12 months	\$744
FEDERAL REQUEST		\$2,644

1. The Risk and Needs Triage (RANT) is a tool that will be utilized in the intake process to screen referrals for risk of recidivism, exclusionary characteristics, and motivation to change. The information obtained from this screening tool will be used, along with other information collected, to determine whether or not a referral is appropriate for the program.

2. A laptop is needed for the Project Director, to conduct initial assessments with the RANT, as well as for collaborative documentation of participants' progress and data collection.

3. Office supplies are the various items that will be used by the Project Director and other court staff to carry out the daily activities of the program, maintain records, and complete reporting requirements. General office supplies will include items such as pens, pencils, paper, notepads, ink cartridges, staples, paper clips, file folders, labels, envelopes, postage, etc.

Contractual

Name	Service	Rate	Other	Cost
Court Programs, Inc.	(1) Drug Testing	824 tests/year @ \$25 each		\$20,600
Pine Belt Mental Healthcare Resources	(2) Clinician - 80%	Annual salary of \$35,000 x 80% level of effort		\$28,000
	(3) Recovery Support Specialist (RSS) - 80%	Annual salary of \$25,000 x 80% level of effort		\$20,000
	(4) Dr. Baskararajan (Psychiatrist) - 5%	Annual salary of \$240,000 x 5% level of effort		\$12,000
	(5) Evaluator - 25%	Annual salary of \$33,016 x 25% level of effort		\$8,254
	(6) Peer Recovery Support Specialist (PRSS) (100%)	Annual salary of \$20,000 x 100% level of effort		\$20,000
	(7) Fringe - 28.25%	\$88,254 salary costs x 28.25% fringe rate		\$24,932
	(8) Evaluator & Clinician - travel to NADCP Annual Training Conference, Washington, D.C.	Airfare - \$500; Hotel - \$180/night x 4 nights; Per diem - \$76/day x 4 days; Shuttle Service - \$35 round trip (all times 2 people)		\$3,118
	(9) Vivitrol	10 individuals x 12 months @		\$132,000

		\$1,100/shot		
	(10) Computers	2 @ \$1,000 each		\$2,000
	(11) Travel	6,000 miles @ \$0.50/mile		\$3,000
	(12) Clearview Recovery	10 slots @ \$5,000/mo.		\$50,000
	(13) Program Supplies	12 months x \$897.08/mo.		\$10,765
	(14) Other: NADCP Conference Registration (Evaluator & Clinician)	\$795 x 2 persons		\$1,590
	(15) Indirect - 11.1%	\$315,659 contract total x 11.1%	\$315,659	\$35,038
FEDERAL REQUEST				\$371,297

- Participants will undergo random and frequent drug tests throughout the program, through a contract with Court Programs, Inc. Continued abstinence will be rewarded in court. Evidence of relapse will result in treatment plan modification and sanctions designed to be therapeutic rather than punitive. Specific sanctions imposed will be dependent upon the number and severity of infractions.
- The Pine Belt Mental Healthcare Resources (PBMHR) Clinician will conduct a clinical assessment with participants sentenced to HBHC. The information collected through the assessment will be used to determine whether the participant should potentially engage in outpatient, residential, or medication-assisted outpatient integrated treatment. A client-driven recovery plan will be collaboratively developed, and the Clinician will select evidence-based treatment practices that best fit the needs of the participant.
- The PBMHR Recovery Support Specialist (RSS) will develop recovery support plans, and broker for support services. When random drug test shows evidence of relapse, the Recovery Support Specialist may report at the status hearing on environmental circumstances that may promote or be a barrier to abstinence.
- The Psychiatrist, Dr. Baskararajan, will provide medication-assisted treatment (MAT) for those participants whose opioid use and/or alcohol use disorder is not severe enough to warrant residential treatment, but need structured intensive treatment.
- The Evaluator will coordinate data collection and evaluate project processes & outcomes. The Evaluator will implement a routine and systematic response to data collection, ensuring that the program fully complies with all data collection and reporting requirements and that all state

and federal laws are followed. The Evaluator will be responsible for entering the data into the SAMHSA portal. The Evaluator will review the performance data with the treatment team members to assess progress and improve management of the project.

6. The Peer Recovery Support Specialist (PRSS) will be a member of the treatment team who self-identifies as a person in recovery from a COD, and preferably, has had encounters with the justice system. The PRSS will attend the Mississippi Department of Mental Health's Peer Support Certification class, and will assist program participants in the recovery process. The PRSS will assist with system coordination and navigation, provide recovery management check-ups, and facilitate aftercare groups. The PRSS will provide culturally competent advocacy, counseling, brokerage for supportive services, participate in wraparound planning, facilitate WRAP (Wellness Recovery Action Plan by Mary Ellen Copeland), and participate in multidisciplinary Advisory Team meetings.

7. PBMHR's fringe benefits are composed of:

Fringe Category	Rate
FICA - SS	6.20%
FICA - Medicare	1.45%
State Unemployment	1.00%
Health Insurance	14.05%
Workers Compensation	0.55%
Other (Retirement)	5.00%
Total	28.25%

The fringe benefit rate for full-time employees for year one is calculated at 28.25%.

8. The Evaluator and Clinician will attend the National Association of Drug Court Professionals (NADCP) Annual Training Conference in National Harbor, MD. The NADCP Conference will take place July 14 – 17, 2019.

Purpose	Destination	Item	Calculation	Travel Cost Charged to the Award
NADCP Annual Training Conference	Hattiesburg, MS to Washington, D.C.	Airfare	\$500/flight x 2 persons	\$1,000
		Hotel	\$180/night x 2 persons x 4 nights	\$1,440
		Per Diem (meals & incidentals)	\$76/day x 2 persons x 4 days	\$608

		Shuttle Service (Airport to Hotel)	\$35 round trip x 2 persons	\$70
FEDERAL REQUEST				\$3,118

9. Vivitrol is a medication given in a shot, once per month, to help treat alcohol dependence and prevent opioid relapse, in conjunction with counseling. It is estimated that approximately 10 participants will undergo medication-assisted treatment with Vivitrol in the first year of the project.

10. Computers are needed for the Clinician and Recovery Support Specialist for collaborative documentation of participants' progress and data collection.

11. Local travel is needed to attend meetings, make home visits, and conduct project activities. Local travel rate is based on PBMHR's policies/procedures for privately owned vehicle reimbursement rate.

12. Clearview Recovery Center is a residential treatment facility, operated by Pine Belt Mental Healthcare Resources, that provides chemical dependency treatment. It is estimated that approximately 10 treatment slots will be needed in the first year of the program. This is a discounted rate of the normal charge of \$7,500 per month.

13. Program supplies are the various items that will be used by the staff to carry out the daily activities of the program, maintain records, and complete reporting requirements. Supplies will include assessment instruments and general office supplies such as pens, pencils, paper, notepads, ink cartridges, staples, paper clips, file folders, labels, envelopes, postage, etc.

14. The NADCP Conference will take place July 14 – 17, 2019. The NADCP Annual Training Conference is a vital educational opportunity to gain skills and knowledge that will allow project staff to enhance their management of the treatment drug court program. The conference offers presentations and skills building workshops on addiction, mental health and justice reform, and the unique needs of justice-involved veterans. The proposals presented will address, among many other relevant topics, best practices in service delivery, programming that enhances participant outcomes, law enforcement involvement in dealing with behavioral health issues, and long-term recovery.

15. PBMHR has a federally negotiated rate with SAMHSA as the cognizant agency.

Other

Item	Rate	Cost
NADCP 2019 Conference Registration Fee	\$795 x 1 person	\$795
MADCP Conference Registration Fee	\$200 x 1 person	\$200
NADCP 2020 Conference Registration Fee	\$795 x 3 persons	\$2,385
FEDERAL REQUEST		\$3,380

1. The Project Director will attend the 2019 NADCP Conference, which will take place July 14 – 17, 2019. The NADCP Annual Training Conference is a vital educational opportunity to gain skills and knowledge that will allow project staff to enhance their management of the treatment drug court program. The conference offers presentations and skills building workshops on addiction, mental health and justice reform, and the unique needs of justice-involved veterans. The proposals presented will address, among many other relevant topics, best practices in service delivery, programming that enhances participant outcomes, law enforcement involvement in dealing with behavioral health issues, and long-term recovery.

2. The Project Director will attend the 2019 Mississippi Association of Drug Court Professionals (MADCP) Annual Training Conference in Oxford, MS. The MADCP Conference will take place August 21 – 23, 2019.

3. The Project Director and Judge will attend the 2020 National Association of Drug Court Professionals (NADCP Annual Training Conference in Anaheim, CA. The 2020 NADCP Conference will take place May 27 – 30, 2020.

Proposed Project Period

- a. Start Date: 05/31/2019 b. End Date: 05/30/2024

Budget Summary

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total Project Costs
Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Fringe	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$7,909	\$7,909	\$7,909	\$7,909	\$7,909	\$39,545
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$2,644	\$2,644	\$2,644	\$2,644	\$2,644	\$13,220
Contractual	\$371,297	\$371,297	\$371,297	\$371,297	\$371,297	\$1,856,485
Other	\$3,380	\$3,380	\$3,380	\$3,380	\$3,380	\$16,900
Indirect Charges	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$385,230	\$385,230	\$385,230	\$385,230	\$385,230	\$1,926,150

Funding Limitations/Restrictions

Data Collection & Performance Measurement:

Data Collection & Performance Measurement	Year 1	Year 2	Year 3	Year 4	Year 5	Total Data Collection & Performance Measurement Costs
Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Fringe	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$14,108	\$14,108	\$14,108	\$14,108	\$14,108	\$70,540
Other	\$0	\$0	\$0	\$0	\$0	\$0
Indirect Charges	\$0	\$0	\$0	\$0	\$0	\$0
Total Data Collection & Performance Measurement Costs	\$14,108	\$14,108	\$14,108	\$14,108	\$14,108	\$70,540

The percentage of the budget that will be spent on data collection and performance measurement does not exceed 20% for any budget period. The percentage for each budget period is 3.66% (\$14,108/\$385,230).

Medication:

Medication	Year 1	Year 2	Year 3	Year 4	Year 5	Total Medication Costs
Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Fringe	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$132,000	\$132,000	\$132,000	\$132,000	\$132,000	\$660,000
Other	\$0	\$0	\$0	\$0	\$0	\$0
Indirect Charges	\$0	\$0	\$0	\$0	\$0	\$0
Total Medication Costs	\$132,000	\$132,000	\$132,000	\$132,000	\$132,000	\$660,000

The percentage of the budget that will be spent on medication does not exceed 35% for any budget period. The percentage for each budget period is 34.27% (\$132,000/\$385,230).

Infrastructure development: Not applicable

HIV rapid testing: Not applicable

Viral hepatitis (B and C) testing and training: Not applicable

Recovery housing: Not applicable

Project Narrative

Section A: Population of Focus.

A.1. The Hattiesburg Behavioral Health Court (HBHC) operates a problem-solving mental health court to provide specialty services *to misdemeanor criminal offenders who are at medium to high risk for recidivism and have a critical need for trauma-informed recovery and recovery support services for mental health disorders*. With additional funding from SAMHSA, we plan to enhance our operations by *targeting misdemeanants who have co-occurring disorders of substance use and mental health (CODs)*. Based on historical data, our population of focus will be a mixture of genders (60% female, 40% male); primarily African American (60%); low socioeconomic status (75% unemployed; 50% homeless); and 80% high school non-completers. Serving the *City of Hattiesburg in southern Mississippi*, HBHC became operational in 2010, and is the only mental health court in Mississippi.

A.2. Hattiesburg is a metropolitan city located in Forrest and Lamar counties. It has a population of approximately 48,000. Known as the Hub City, it is located in the center of a *federally designated high intensity drug trafficking area*. Both felony drug courts serving Hattiesburg report methamphetamines, opioids, and alcohol to be the predominant drugs of choice for their participants.

There is a need to mitigate the development of chronic substance use disorders resulting in incarceration by utilizing the problem solving court at the misdemeanor level. Recent data obtained from Mississippi Department of Corrections indicated a total of 293 inmates were released in 2014 to the Hattiesburg area of which: 1) 33% had a *diagnosed* mental health disorder; 2) **55% had SUD**; and 3) **13% had COD**. The two local felony drug courts are currently right at capacity with over 500 active participants. Multiple data sources cite potent relationships between substance use and petty crimes, property crimes, and violent crimes (Dorsey & Middleton, 2012; Drugs & Crime Data, 1994), as well as with DUI crimes. A review of Hattiesburg Municipal Court records indicate **414 DUI court cases** in the past two years, all of which could have been candidates for participation in the HBHC.

As evidenced by the past demography of HBHC participants, the majority *are indigent, poorly educated, and dependent on potent substances*. These participants need longer tenured, evidence-based treatment to overcome their addictions and obtain and maintain recovery. HBHC is located in a *Mental Health Shortage Area* and Health Professional Shortage Area (HRSA). Due to budget restrictions, there are *only 37 state-funded inpatient chemical dependency beds* to serve all of Mississippi at no cost. There is a long waiting list (nearly a year). Currently, the VA Hospital is the only no-cost option available, and it is only accessible to honorably discharged veterans. This is a very small segment of HBHC population. Other low-cost options are faith-based facilities (e.g. Jacob's Well, New Deliverance, Damascus Road, Home of Grace, The Lighthouse, Righteous Oaks, Born Free, Cady Hill) which are not certified by Mississippi Department of Mental Health. There are two licensed/certified/ accredited facilities near the service area: one is private (Pine Grove), and the other is operated by the local community mental health center (Clearview Recovery Center). Both provide evidence-based treatment, but *both are cost prohibitive* for participants with few resources, even though Clearview Recovery Center's cost is 75% less than Pine Grove.

Section B: Proposed Implementation Approach.

B.1. The *goal* of the expansion project is to decrease substance use of HBHC participants who are living with CODs. The *objectives* are: 1) A minimum of 40 individuals per year will be screened and assessed to have a COD each year of the project; 2) By the end of the project period, a minimum of 30 court participants with an opiate and/or alcohol use disorder will have been enrolled in MAT; 3) By the end of the project period, a minimum of 50 court participants with COD will have participated in integrated residential treatment; 4) By the end of the project period, a minimum of 200 court participants will have accessed integrated treatment for their CODs; and 5) 100% of court participants' recovery support services will be guided by an individualized service plan (ISP) that identifies wraparound supports. HBHC will use SAMHSA funding to provide integrated recovery services to *an additional 200 participants*, of which *50 will be served with residential treatment slots*.

B.2. Screening & Assessment. Under the auspices of therapeutic jurisprudence, HBHC is proposing to expand court supervised treatment and rehabilitation to include individuals with CODs. Potential participants will continue to be identified early through law enforcement, defense bar, and/or prosecutorial referrals (*Key Component #3*). The earliest opportunity for screening potential participants will be when a participant encounters law enforcement either during the arrest or while detained. Every shift of Hattiesburg Police has at least two certified Crisis Intervention Team (CIT) officers who are trained to screen for mental and behavioral health disorders. Every CIT Incident report will continue to be emailed to PBMHR's CIT Coordinator, CIT Evaluator, and the Coordinator of the Mobile Crisis Response Team (MCeRT). In addition, every detainee at the jail will be screened by a nurse for behavioral health issues. Those screening positive will be forwarded to PBMHR's Mobile Crisis Team for further evaluation. These encounters may be recommended and referred to the HBHC Coordinator.

A third point of intercept for potential participants will be at first appearance. Although brief, the defense bar, prosecutor, HBHC Coordinator, and the judge will have an opportunity to interact with the defendant and screen for program appropriateness.

Upon referral, intakes for the program are completed immediately by the Coordinator if the defendant is still in jail; those that are not detained are contacted for an appointment. *The potential participant is screened* for risk of recidivism, any exclusionary characteristics (e.g. sex offense), and motivation to change using the RANT (Risk and Needs Triage), GAIN-SS, and a personal interview (*Standard 1*). The structure and conditions for the program are explained by the Coordinator, and the defendant may seek advice from legal counsel prior to making a commitment. Enrollment in Drug Court is voluntary. (*Key Component #2*). During this project, once the potential participant appears in court and is sentenced to HBHC, the contracted treatment provider, Pine Belt Mental Healthcare Resources (PBMHR), will be notified and a *clinical assessment will be arranged* within three business days.

A Master's level therapist will guide the participant through a person-centered formal and comprehensive process that identifies specific diagnostic information. The information collected during this process is interpreted by the therapist and used to establish a diagnosis, evaluate levels of functioning, determine readiness to change, and collaboratively make decisions regarding the level of care and services. *Treatment decisions are based on information gathered from responses to standardized assessment instruments* including, but not limited to, the PBMHR Psychosocial Intake, Trauma Checklist & Interview, and the DLA (Daily Living Activities) Functional Assessment Because individuals with COD present with a multiplicity of symptoms and variations in severity of dysfunction, screening and assessment is complicated and

requires the screener and/or clinician to “expect” the disorder, with routine screening (Minkoff, 2004). The decision will be made at this time whether to initially engage in outpatient, residential or medication assisted outpatient integrated treatment (**Key Components #1 & #4, Standard 5**) according to the unique needs of the diverse population. Both the SUD and the MH disorder will be targeted concurrently. A client-driven recovery plan will be collaboratively developed that provides for continuity of care as the participant evolves towards recovery.

Treatment Approaches. It will be important for the treatment team to inspire hope for recovery while working towards abstinence from substances. The therapeutic alliance will be developed by encouraging a sense of cooperation and openness, recognizing and understanding the impact of cultural beliefs and values on recovery, and being person-centered. Individualized recovery plans will be developed collaboratively citing treatment goals and timeframes for achievement. Motivational interviewing techniques will be employed in order to enhance intrinsic motivation to change. The clinician will select evidence-based treatment practices that best fit the needs of the participant. As treatment progresses and a sense of safety is developed, participants will be guided to think of their symptoms as their actions, but not their identity. Culturally appropriate groups and individual sessions within each treatment modality will address five categories of strategies: (i.e. assessment, insight, coping skills, cognitive strategies, and lifestyle modification) using a variety of techniques including talk therapy, structured writing, guided imagery, role play, skills building, problem solving, relapse rehearsal, and safety planning.

HBHC participants’ abstinence from drugs and alcohol will be tested randomly and frequently throughout the program by both the court and the treatment provider (**Key Component #5, Standard 7**). HBHC will contract with Court Programs, Inc., for participant drug testing. Continued abstinence will be rewarded in court (**Key Component #7, Standard 4**). Relapse will not automatically result in termination from the program, as relapse is common. When there is evidence of relapse (e.g. positive drug screen or failure to attend treatment sessions), the participant will be held accountable and will face the judge at his/her status hearing. Prior to court, the treatment and drug court teams will review the treatment plan needs and revise as needed. At the status hearing they will report the evidence of relapse, proposed treatment modifications, and the participant’s attitude toward treatment and recognition of his/her problem. The Recovery Support Specialist may report on environmental circumstances that may promote or be a barrier to abstinence. Based upon these reports, the judge will impose a sanction which is graduated according to the individual’s number and severity of infractions, which may include more frequent drug tests, a more restrictive treatment environment, demotion to a lower phase of the program, weekend detention, or termination from the program. Sanctions are considered to be therapeutic rather than punishment, until all options have been exhausted.

Wraparound/Recovery Support Services. The needs of the individual with CODs involved in the justice system are complex. HBHC’s vision of recovery support services are to remove obstacles to recovery, enhance participation in the recovery community, and enhance the participant’s quality of life. It should be the participant’s responsibility to develop his/her own vision of recovery facilitated with the help of HBHC and treatment professionals whose roles are those of recovery consultant, guide, or coach. He/she will determine participants’ needs through assessments, collaboratively develop a person-centered recovery support service plan, do home visits, broker for social services and follow up to ensure the clients’ needs are being served. The recovery support service plan will address the participants’ bio-psycho-social life domain needs. Examples of supports include, but are not limited to, 12-step self-help groups, housing assistance, supported employment, health care, child care, entitlement benefits, and

transportation (**Standard 6, Key Component #10**). The RSS will utilize motivational strategies that stress and respect the consumers' responsibilities to make and voice personal choices, goals and values. It will be the RSS' responsibility to respond in a non-judgmental fashion and to acknowledge and understand the influences that culture may make upon these decisions.

Medication Assisted Treatment. HBHC recognizes the efficacy of MAT (medication assisted treatment) for the treatment of opiate and alcohol use disorders. The treatment provider, PBMHR, currently provides MAT and has protocols in place (based on TIP 43) that include drug testing, psychiatric evaluations, induction, regularly scheduled medical encounters, clinical counseling, 12-step group meetings, and recovery support services (**Standard 5, Key Components #4 & #10**).

Peer Recovery Support Services. PBMHR will hire a full-time Peer Recovery Support Specialist (PRSS) as a member of the treatment team who self-identifies as a person in recovery from a COD, and preferably, has had encounters with the justice system. The PRSS is a person who has progressed in his/her own circumstances that are similar to court participants', and is willing to self-identify and assist them in the recovery process. PBMHR will send the PRSS to the Mississippi Department of Mental Health's Peer Support Certification class. This will ensure the PRSS will have maximized the competencies needed to advocate for the participant, and will be better able to assist with system coordination and navigation. The PRSS's roles of providing recovery management check-ups, facilitating aftercare groups, advocacy, and support to participants will help to encourage working towards recovery. In addition, the entire person-centered process of wraparound encourages each participant to identify and engage peers important to their own recovery to help facilitate goals. The PRSS will provide culturally competent advocacy, counseling, brokerage for supportive services, participate in wraparound planning, facilitate WRAP (Wellness Recovery Action Plan by Mary Ellen Copeland), and participate in multidisciplinary Advisory Team meetings.

Structure of HBHC Activities. The HBHC is one method of providing oversight in a system of justice designed to problem-solve and determine what is in the "best interests" of the defendant, the victims, and the general public. The Court operates on the core beliefs that 1) behavioral health disorders are organic medical conditions which, when not managed properly, may result in inappropriate or unlawful behaviors which may be best rectified with treatment; and 2) the Court has a responsibility to the citizens to problem solve rather than litigate, which involves the identification of the core causes of the problem and focuses upon long term solutions (**Key Component #2**). One of the most sacred principles of constitutional law is a person's right to be in control of his or her own person without restraint or interference from others, unless by the authority of the law (U.S. Supreme Court, *Union Pacific Railway v. Botsford*). **With respect to this principle, the choice to participate in the court will strictly be the choice of the defendant, free from coercion.** In order to enforce this principle, a therapist will assess the defendant's competency to make a decision, and will also explain in lay terms the conditions of the judge's ruling as well as the potential effects of a criminal conviction. During the intake, the therapist will be careful to explain the risks and benefits of participation versus no treatment. He/she will use open ended questions to check for understanding, and if needed, the PRSS may be used to assist with the advocacy process. The decision to participate will be completely voluntary, but activities within the parameters of participation are mandatory. The incentives for participation will be at the discretion of the judge, but may include reduced or non-adjudicated criminal charges or other positive legal outcomes.

The HBHC docket is set bi-weekly in a closed, trauma-informed courtroom. The judge, coordinator, PRSS, and additional members of the treatment team will continue the practice of privately reviewing and staffing each case prior to each court session. Utilizing a trauma-informed approach to conducting court, the judge (without his robe!), coordinator, PRSS, and additional PBMHR team member(s) will meet with each court participant in the judge's chamber to discuss individual progress (**Key Component #7**). Progress is reinforced in a number of different ways, including assigning priority order for this meeting.

B.3. Timeline. The following timeline shows key activities, dates, and responsible staff.

Activity	Start Date	Frequency	End Date	Responsible Staff
Hire staff	Month 1	Single time	Month 3	PBMHR
Develop Disparities Impact Statement	Month 1	Single time	Month 2	PD
Advisory Committee meeting	Month 1	Quarterly	Month 60	PD
Develop MOUs w/ new partners	Month 1	Ongoing	Month 60	PD
Complete data collection plan	Month 1	Single time	Month 3	Evaluator
Attend Peer Support Certification training	First available	Single time	Month 6	Peer Recovery Support Specialist (PRSS)
Screen & assess for COD, ISP planning	Month 3	Daily	Month 60	PD, PBMHR Clinician
Enroll in HBHC	Month 3	Bi-weekly	Month 60	PD, Judge
Provide EB treatment	Month 3	Daily	Month 60	PBMHR Clinician
HBHC Court sessions	Month 3	Bi-weekly	Month 60	Judge, PD
Wraparound recovery support services	Month 3	Ongoing	Month 60	PBMH RSS, PRSS
Multidisciplinary staffing	Month 3	Bi-weekly	Month 60	PD
Complete & submit qtly. reports	Month 4	Ongoing	Month 60	Evaluator, PD
Attend SAMHSA grantee conference	Open	Single time	Open	PD, Eval., PRSS
GPRA data collection	Month 3	Bi-annually on each participant	Month 3	Evaluator
Submit semi-annual reports to SAMHSA	Month 7	Semi-annual	Month 61	PD

Section C: Proposed Evidence-Based Service/Practice.

Integrated Dual Disorder Treatment (IDDT). The goal of *IDDT* (Center for Evidence-Based Practices, Case Western University, 2012), is for consumers with co-occurring mental health and substance use disorders to experience clinical integration through an integrated service delivery system. This model utilizes a stages-of-change approach which is individualized to each person's unique needs. Service providers holistically provide interventions for all contributing factors leading to the individual's need for recovery services. It utilizes empirical assessments and incorporates multiple components into the ISP, including pharmacological interventions, psychoeducational classes, COD group therapy, motivational interviewing, cognitive behavioral therapy (CBT), dialectical behavioral therapy (DBT), Seeking Safety, MAT, assertive outreach, and recovery support services. With the utilization of *IDDT* as the conceptual framework for many evidence-based practices, we hope to **reduce symptoms of substance abuse and mental illness, hospitalizations, arrests, and incarcerations. We also hope to increase participants' quality of lives, stable housing, and functionality for independent living.**

CBT. Cognitive-behavior therapy is based on the assumption that cognitive deficits and distortions are learned rather than inherent. ***Learning to self-monitor thinking is typically the first step, after which the therapeutic techniques seek to help consumers to identify and correct biased, risky, or deficient thinking patterns.*** CBT employs a set of structured techniques aimed

at building cognitive skills in areas where consumers show deficits, and restructuring cognition in areas where their thinking is biased or distorted. These techniques typically involve cognitive skills training, anger management, and various supplementary components related to social skills, moral development, and relapse prevention. ***CBT develops skills in self-awareness (e.g., of the onset of cravings and urges), self-instruction, planning, problem-solving, well-practiced behavioral strategies to reduce risk and to increase enjoyable sober activities, and methods of responding effectively to dysfunctional beliefs which address potential areas of vulnerability such as high risk situations, cravings and triggers, permission giving beliefs, and dysfunctional beliefs.***

Dialectical Behavior Therapy (DBT). DBT is a comprehensive cognitive behavioral intervention for complex and difficult to treat behavioral health disorders that combines the basic strategies of behavior therapy and mindfulness. Well suited for the treatment of substance use disorders (Dimeff, et al., 2000), ***DBT was selected due to its efficacy in the treatment of individuals with co-occurring personality disorders such as borderline, antisocial, narcissistic, paranoid, passive-aggressive, and histrionic disorders.*** Multiple studies indicate a high incidence of these disorders in prisons and forensic settings (Blackburn & Coid, 1999; Coid, 1992; McCann, Ball, & Ivanoff, 2000). Controlled trials in forensic settings that compared DBT to treatment as usual resulted in DBT's ***significant reductions in inappropriate outbursts of anger, suicide attempts and parasuicidal behavior, and hospitalizations; as well as improvements in social adjustment, compliance with treatment, and decreases in drop outs from treatment*** (Linehan, et al., 1991; Linehan, 1993).

Seeking Safety. Trauma is closely associated with substance use disorders. *Seeking Safety* provides integrated trauma focused substance use treatment. ***Its central goal is to assist the individual with achieving safety from PTSD or SUD.*** It is designed for group and individual formats, males and females, in a variety of treatment settings targeting a full range of substances and traumas. It is one of the most rigorously tested models for complex PTSD/SUD treatment (Najavits & Hien, 2013). It is flexible enough to use with a variety of levels of motivation, can be paced to the unique needs of the treatment group or individual, and can be integrated with other treatments (Lenz, Henesy, & Callendar, 2016). The model also contains an intensive case management component, which is advantageous for the targeted population. The practice is inclusive in that it can be implemented in clients with a wide range of disorders, including serious mental illness, and clients are never excluded due to failures or bad choices unless they are a threat to others' safety, a key concept in the recovery process (Herman, 1992).

Motivational Interviewing (MI) is a directive, client centered approach chosen to elicit behavior change by assisting clients in exploring and resolving ambivalence (Miller & Rollnick, 2002). It is a subtle balance of directive and client-centered components, shaped by a guiding philosophy and understanding of what triggers change. The therapist will use the MI techniques of ***patiently helping participants see the discrepancies between how they behave and their voiced values, goals, and preferences.***

Medication Assisted Treatment (MAT). ***MAT will be appropriate for those participants whose opioid use and/or alcohol use disorder is not severe enough to warrant residential treatment,*** but need structured intensive treatment. It is especially beneficial to those participants who need to fulfill family, job, education, or community obligations while in treatment.

Section D: Staff and Organizational Experience.

D.1. HBHC was established with the support of a Justice and Mental Health Collaboration Grant (BJA), which provided technical and financial resources to implement the first and only operational mental health court in the State of Mississippi. Judge Wes Curry is an experienced judge (Forrest County Justice Court) who presides over all of the Hattiesburg Municipal Court’s operations. The HBHC Coordinator, Khadijah Muhammad has previous experience working with the reentry population in her former positions with the City of Indianapolis and the Indiana Department of Corrections, including project director of a federally funded *Serious and Violent Offender Re-Entry Initiative* and program manager of a statewide community transition re-entry program. Judge Curry will continue to preside over the HBHC, and Ms. Muhammad, as Project Director, will coordinate and supervise all project activities, including recruitment, screening, referral process, documentation of progress, public relations, chairing advisory and staffing meetings, and grant reporting. Both the judge and the coordinator have been mentored by Judge Stephen Goss, the presiding judge of the Dougherty Superior Court Mental Health and Substance Abuse Treatment Program, who is a nationally recognized and respected leader in the problem-solving courts field.

The Drug Court’s treatment partner, PBMHR, has been the legislated community mental health center for over 45 years in a 9-county service area in southern Mississippi. Clearview Recovery Center, a residential treatment facility, has been owned and operated by PBMHR for over 25 years. PBMHR has an extensive infrastructure to accommodate and leverage resources for special projects. The organization also has a significant history with special federally funded projects supported by a broad range of agencies including the Centers for Disease Control, Bureau of Justice Assistance, Office on Violence Against Women, U.S. Department of Labor, U.S. Department of Agriculture, Veterans Administration, and SAMHSA, including 10 specialty court projects.

PBMHR has served a variety of diverse segments of individuals through culturally appropriate projects. Being a community mental health center, it strives to attract and engage the underserved segments of the population within their nine county catchment area. Last year the agency provided services for *over 8,500 people with serious mental illness, substance use disorders, serious emotional disorders, and intellectual developmental disabilities. Subgroups of their consumers included incarcerated individuals returning to their communities, individuals at risk for or living with HIV or HCV, homeless individuals, justice system involved individuals, individuals with disabilities, and a proportionately larger minority population than the general population.* These services, combined with a network of support services providers have resulted in extensive ties to sets of diverse clients from a variety of socioeconomic groups, cultural groups, and ethnic groups

PBMHR will collaborate with HBHC staff to assist with the identification of potential participants, assessing for recovery and treatment needs, providing evidence-based interventions, participating in staffing, providing recovery support services, and delivering the MAT intervention. In addition, PBMHR will coordinate data collection and will evaluate project processes and outcomes with the services of one of its independent evaluators that is already on-staff.

D.2. The following table is a complete list of staff positions for the project with their corresponding roles, levels of effort, and qualifications.

Name	Role	Responsibilities	LOE	Source of Funding	Qualifications
Honorable Wes Curry	Judge	Preside over court cases	10%	Local-leveraged	J.D., 7 years of experience as judge, all of which involved misdemeanor offenders
Khadijah Muhammad	Project Director	Coordination of all activities, grant reporting, public relations	50%	Local-leveraged	15 years of experience with targeted population, extensive experience working on Federal projects including Weed & Seed and Serious & Violent Offender Reentry projects.
Positions contracted with PBMHR					
To be named	Peer Recovery Support Specialist	Provide recovery supports, advocacy	100%	SAMHSA-	Self-identifies as someone in recovery and/or with law enforcement encounters.
Mark Wooten	Evaluator	Coordinate data collection. Responsible for entry into SPARS, data analysis, process and outcome reports	25%	SAMHSA-subcontracted	Master of Psychology, ABD PhD in Research, Evaluation & Statistics. Experience with evaluation of other drug courts, as well as other federally funded programs
To be named	Clinician	Provide evidence-based assessment & treatment interventions	100%	80% SAMHSA-subcontracted, 20% leveraged by PBMHR	Master's degree in behavioral health related field, must be eligible for certification
To be named	Recovery Support Specialist	Develop recovery support plans, broker for supports	100%	80% SAMHSA-subcontracted, 20% leveraged by PBMHR	Bachelor degree in behavioral health related field, must be eligible for DMH certification
Venkat Baskararajan, MD	Psychiatrist	MAT medical provider	5%	SAMHSA subcontracted	MD, psychiatric board certification. Medical Director of PBMHR. Certified to provide MAT. 13 years of community-based practice in psychiatry.

Section E: Data Collection & Performance Measurement.

E.1. HBHC will contract with PBMHR to provide an evaluator for the project. PBMHR has a long history of documented success in managing data collection and performance measurement requirements for local, state, and federal projects, including SAMHSA funded projects (i.e. Early Diversion Program, AOT, Adult Treatment Drug Courts, HIV/HCV/SA Prevention, and FASD Prevention). The Evaluator will implement a routine and systematic response to data collection for informed, data driven decision making in the therapeutic process. As such, the agency will utilize its electronic medical record to collect and manage most or all client-level clinical information and will collect Government Performance and Results Act (GPRA) data. Data will be collected directly from program participants, through the use of individual, face-to-face interviews conducted at baseline, discharge, and six months post-discharge. The Evaluator, working directly with the Project Director, will fully comply with the SAMHSA requirements

for GPRA data collection and reporting, the National Outcome Measures (NOMs), SAMHSA data tools, potential national cross-site evaluations, site visit assessments, and the Behavioral Health Disparities Impact Statement. Additional data needed for the local evaluation will be collected from the EMR system and/or a locally developed database system.

Throughout the program implementation process, the Evaluator will ensure that all state and federal laws, as well as agency policies concerning consumer information are followed to the strictest standard. PBMHR has a longstanding history of compliance with HIPPA, as well as strict policies governing the managing of information relating to consumer identification and outcomes. These policies will be applied and adapted for the purposes of this program to ensure the safety of all data collected. All data will be stored electronically which is protected by a HIPPA compliant firewall. HIPPA policies will be reviewed both at the initial implementation of the program, as well as at regular intervals.

Face to face interviews will be conducted by trained frontline staff for data collection at baseline, discharge, and six months post discharge. Evaluation activities will demonstrate a high level of cultural competence by utilizing client, service provider, and program partner input into the evaluation design, data collection instruments, and analysis. Project staff, under the direction of the Evaluator, will describe the purpose and function of the evaluation to consumers enrolling in the project and obtain consent. The Evaluator, in conjunction with the team members, will be responsible for tracking the measureable objectives and entering data into the SAMHSA portal. After the Government GPRA data are collected, they will be entered into the SAMHSA data entry platform by the Evaluator via the Internet within 7 business days of completion.

The Evaluator will rigorously evaluate the proposed initiative using all elements of GPRA and SAMHSA standard data reporting tools, site visit assessment reviews, as well as specific local qualitative and quantitative metrics that will be reviewed at quarterly project meetings. The proposed evaluation design for this initiative is quasi-experimental in nature. The intervention group will be selected through the identification, recruitment, and screening process for HBHC eligibility. Using this design, the intervention group will be followed from baseline until six months post discharge, thereby allowing a comparison over time for the consumers enrolled in the initiative. This design will allow us to demonstrate our achievement of the overall goal of maximizing positive treatment outcomes and minimizing negative outcomes for consumers in the treatment group. Specifically, we anticipate that outcomes related to behavioral health treatment, stable housing, program compliance, and education/employment will increase, and those related to technical violations, homelessness, incarceration, and substance use will decrease. The Evaluator will work closely with the project team and service providers to ensure accurate and complete data are submitted to SAMHSA. Based on previous experience, implementation plans change from the original plan occasionally as policies and programs are revised. The initiative will track these changes as well as those occurring in the service array, local community, mental health system and personnel and will communicate these findings to program partners through regularly scheduled meetings on a monthly basis. The evaluation will also be used to assess project implementation and guide continuous quality improvement (CQI).

The Evaluator will review the performance data reported to SAMHSA quarterly with the team members and other key staff to assess progress, and use the information to improve the management of our project. This will help us determine whether the project is achieving the goals, objectives and outcomes and whether adjustments need to be made. Timely reporting of performance data is imperative for evaluations to effectively serve the project. Thus, as

performance data are received and analyzed by the evaluation team, these will be organized promptly so the findings can be rapidly utilized. This regular monitoring enables early-stage recognition of barriers and facilitates continuous improvements.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 5, 2019

Re: Adopt an order certifying Breakthrough Community Services, Inc. as a Community Housing Development Organization (CHDO) for the City of Hattiesburg's HOME Program in accordance with 24 CFR 92.2. {Entitlement}
File Number: 2019-267
Minute Book #

Summary

CHDO Certification - Breakthrough Community Services, Inc.

Recommendation Statement

I am recommending adoption of order to certify Breakthrough Community Services, Inc. as a CHDO.

Please place this on the November 5, 2019 City Council meeting for consideration.

CERTIFICATE OF DESIGNATION
CITY OF HATTIESBURG
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

This is to certify that Breakthrough Community Services, Inc., a 501 C (3) organization, has by submission of the required and necessary documentation to the Hattiesburg City Council on November 5, 2019, met the requirements to receive designation as a certified City of Hattiesburg Community Housing Development Organization.

This designation will expire November 30, 2020.

Toby Barker, Mayor

Kermas Eaton, City Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
The ____ day of _____, 2019.

Notary Public

Commission Expiration Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 5, 2019

Re: Acknowledge proposal for CHDO project and authorize the Mayor to execute, in triplicate, HOME Grant Agreement between Breakthrough Community Services, Inc. and the City of Hattiesburg for the rehabilitation of a home at 104 Donald Street as an affordable housing unit, utilizing HOME CHDO Set-aside funds in an amount not to exceed \$60,000. {Entitlement}
File Number: 2019-270
Minute Book #

Summary

CHDO Agreement - Breakthrough Community Services, Inc. - 104 Donald Street

Recommendation Statement

Acknowledge CHDO project proposal and authorize Mayor to execute HOME Grant Agreement, in triplicate, between Breakthrough Community Services, Inc. and the City of Hattiesburg for rehabilitation of a home at 104 Donald Street as an affordable housing unit, utilizing HOME CHDO Set-aside funds in an amount not to exceed \$60,000. {Entitlement}

Please place this on the November 5, 2019 City Council meeting for consideration.

**RENTAL REHABILITATION AGREEMENT BETWEEN
THE CITY OF HATTIESBURG
AND BREAKTHROUGH COMMUNITY SERVICES**

THIS AGREEMENT, entered into this **5th day of November, 2019**, by and between the City of Hattiesburg (hereinafter referred to as the “CITY”), and **Breakthrough Community Services**, a nonprofit corporation (hereinafter referred to as the “DEVELOPER”) whose principal office is located at **1313 Country Club Road, Hattiesburg, MS**.

WHEREAS, the CITY is a recipient of HOME Investment Partnerships grant funds from the United States Department of Housing and Urban Development (HUD) pursuant to 24 CFR 92; and

WHEREAS, the CITY wishes to engage the DEVELOPER to assist the City in utilizing such funds;

WHEREAS, the DEVELOPER has been selected to develop and manage a rental housing Project using HOME funds.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, including the Exhibits, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

- A. **CITY**– the City of Hattiesburg’s Department of Urban Development is hereby defined as the agency administering the HOME Program for the City of Hattiesburg. For the purpose of this Agreement and all administration of HOME funds, the CITY shall execute fiscal and programmatic control of this agreement. The term “Approval by the CITY” or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.
- B. **CHDO** – Community Housing Development Organization as defined in 92.2 of the HOME rule.
- C. **DIRECTOR** – is hereby defined as the Director of the Department of Urban Development of the City of Hattiesburg.
- D. **DEVELOPER FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for the professional, technical and construction services rendered pursuant to this Agreement.
- E. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described herein.

F. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

G. **IDIS** – Integrated Disbursement and Information System.

H. **PROJECT COMPLETION** – the Project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed, the CITY has signed off on all work and the work has been performed to the satisfaction of the CITY, the CITY has received all required documents from the DEVELOPER and the project is fully occupied by income eligible households. All documents that enforce the affordability period must be recorded.

Section II – Term of Agreement

The term of this Agreement shall commence on **November 5, 2019**, and shall end on or before the Project Completion deadline of **November 20, 2020**. The term of the Agreement shall expire at the fulfillment of the affordability period, herein defined as **fifteen (15) years**, which is **November 20, 2035**, unless terminated earlier as provided for herein

The CITY shall provide HOME funds in an amount not to exceed **\$60,000.00**, in accordance with the attached budget hereby attached as **Exhibit A**.

Interim Milestones/Deadlines (list below):

<i>Milestone</i>		<i>Deadline</i>
Construction financing secured/Loan closed	01/06/2020	03/01/2020
Permitting secured	01/06/2020	03/01/2020
Construction/rehabilitation started	01/27/2020	03/01/2020*
Electrical and Plumbing rough-in complete	03/02/2020	05/01/2020
Construction estimated at 50% complete	03/02/2020	05/01/2020*
Interior and exterior finishing complete	04/06/2020	06/01/2020
Landscaping complete (if applicable)	04/06/2020	06/01/2020
Construction complete w/ Final Inspection	05/04/2020	07/06/2020*
Marketing Begins	08/01/2020	10/01/2020
Marketing Complete/Occupant Identified	08/01/2020	09/01/2020*
Renter Occupies Home	09/05/2020	10/30/2020*

* - marked deadline dates indicate deadlines that, if missed, will result in either the cancellation of the project, partial or full loss of the developer fee available, and/or required conversion of the project from Homebuyer to Rental as determined by this agreement and the City of Hattiesburg's CHDO Program Policies & Procedures.

1. This project is subject to ongoing affordability requirements of the HOME program for **15 years** from the date of initial occupancy. During this compliance period, the DEVELOPER

will assure continued compliance with HOME requirements. For rental units, this includes ongoing property standards, occupancy and rent limits compliance.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance.
3. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the DEVELOPER that the Project will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will not be delayed.
4. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of HOME funds.
5. Since it is mutually agreed that time is of the essence in regard to this Agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the DEVELOPER and its successors and assigns to the Project or any part thereof or any interest therein.
6. In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

A detailed scope of work is attached as **Exhibit B**. The DEVELOPER, in close coordination with the CITY, shall perform all professional services (the “WORK”) necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Project Description:

Project calls for the rehabilitation of an existing single-family home to be rented to a low and very low-income qualified household. The attached scope of work in Exhibit B includes a work write-up proposed by the DEVELOPER to guide the project, which also requires proper approval and permitting by the Department of Urban Development. Fixtures and amenities are to be those common to affordable housing and shall not include items deemed unnecessary luxury.

Project Address: 104 Donald Street, Hattiesburg, MS

Legal description:

1. It is understood that the DEVELOPER has provided a specific working budget, **Exhibit A**, and realistic timetable, **which is also reflected in Section II, herein** as it relates to: acquisition, construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and non-HOME funds to activities or line items.
2. The Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal as received by the CITY in **Exhibit B**. The aforementioned document will be considered to be a part and portion of this Agreement for reference.

Section IV – Reimbursement of Expenses

1. Project expenses (excluding Developer fee) shall be paid based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, **(see Chapter 5.3 of the CHDO Policies & Procedures)** with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved Project budget. The City will inspect all work to ensure that the work has been completed in accordance with the contract. The CITY shall pay on a reimbursement basis as funds are needed for eligible cost and expenses are incurred.
 - a. The DEVELOPER shall submit a HOME Program Request for Payment Form for reimbursement of Eligible Costs. Eligible Costs shall mean those costs provided for in the Budget for the Project. The CITY Inspector will perform a site visit to inspect the work and ensure that the costs have been incurred and the work is eligible for payment.
 - b. Upon the CITY's acceptance of a properly submitted Request for Payment form for reimbursement of Eligible Costs and a determination by the Department that the work has been properly completed, the CITY will process the payment. The CITY shall pay the DEVELOPER within thirty (30) calendar days from receipt of the Request for Payment if there are no outstanding documents and all work has been completed.
2. The CITY will retain ten percent (10%) of each project payment draw until Project completion. The DEVELOPER must submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files updated, documentation delivered, required reports completed, receipts submitted along with final invoices, releases of liens, final inspection and Certificate of Completion and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and occupancy of no less than one (1) unit, the CITY

will release the final ten percent (10)% withheld. Refer to Section VI (7) of this Agreement for payment of developer fees.

3. The CITY reserves the right to inspect records and Project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
4. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the affordability period ends.

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92. In addition, the DEVELOPER must comply with the following requirements specific to this project including, but not limited to the following:

1. No HOME project funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.
2. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the CITY of a release of funds from HUD under 24 CFR Part 58.
3. Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.
4. HOME funds advanced to the project will be secured by a note and mortgage, and a land covenant as required by 24 CFR Part 92.
5. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.
6. The DEVELOPER will not acquire property that is occupied. All properties acquired under this program must be vacant or occupied by the seller. All acquisitions under this program are voluntary acquisitions. If the project is occupied at the time of this commitment, the DEVELOPER, using non-HOME funds, will comply with the relocation

requirements of 24 CFR 92.353. The DEVELOPER will provide the seller with a voluntary acquisition notice if the property is being purchased with HOME funds.

7. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and local codes, Accessibility Standards under 24 CFR 92.251(a)(3), Model Energy Code standards, as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.
8. The DEVELOPER will be monitored by the CITY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files and the project site as requested by the CITY during the project term and for five (5) years after the affordability period ends.
9. The DEVELOPER shall ensure that any contractor, subcontractor or participant awarded work under this contract has not been debarred, suspended or determined ineligible to perform work funded by HUD. To determine if a contractor, subcontractor or participant has been debarred, suspended or determined ineligible go to: <https://www.epls.gov/>.
10. The DEVELOPER (as a CHDO) may retain proceeds as defined in 24 CFR 92.2 from the grant funds provided under this Agreement. The proceeds are to be used for eligible affordable housing activities to benefit low-income families.
11. The DEVELOPER agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (program literature, brochures, project sign and letterhead) must recognize the City of Hattiesburg and the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program as providing funds for this Project.
12. Subsidy layering. Before committing funds to a Project, the CITY or the DEVELOPER must evaluate the project and will not invest any more HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing. The cost of this review will be borne by the CITY or the DEVELOPER and this expense may be eligible for reimbursement by HOME funds provided under this Agreement. The DEVELOPER is responsible to ensure that the costs are reasonable.
13. The Developer will include green features, universal design features in its projects to greatest extent feasible and will ensure that all appliances are energy star rated appliances.
14. The CITY will take a 2nd or higher position on its mortgage if required by other funding sources to ensure the feasibility and development of the Project.
15. All claims, disputes and other matters in question arising out of, or relating to, the construction Agreement or the breach thereof, and except for the claims which have been waived by the making or acceptance of the final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration

Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

16. The maximum per unit subsidy that may be invested on a per-unit basis in affordable housing may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located.

17. Affordability Period

Activity	Minimum period of affordability in years
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20

18. The DEVELOPER will also comply with the CITY of Hattiesburg's minority outreach WBE/MBE program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into with such persons or entities, public and private, in order to facilitate the activities of the CITY to provide affordable housing.
19. The CITY has the right to reject participation in the project from any contractor that has done previous business with the CITY and has failed to comply with the requirements of the program or who has been involved in litigation with the CITY.
20. All housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, Subparts A, B, J, K, M and R of this title outlined in 92.355.

21. The DEVELOPER will ensure that occupancy complies with the requirements of 92.254(a) (6). The DEVELOPER will ensure that the project is eligible under 92.214, and that it will meet the applicable standards of 24 CFR 92.252 – 253 at occupancy and for the minimum compliance period. The project must meet the State of Mississippi building Construction Codes and the City of Hattiesburg local building codes.
22. The designated HOME-assisted units of this project will meet the affordability requirements as found in 24 CFR 92.252. The DEVELOPER shall collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and very low income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with the HOME requirements as stated in the HUD ***“Technical Guide for Determining Income and Allowances Under the HOME Program”*** in accordance with the requirements under 24 CFR Part 5 found at: <http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/1780.cfm>.
23. With respect to rental units not less than one hundred percent 100 % of:
 - a) The families occupying the units shall have annual incomes that do not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger at the time of occupancy or at the time funds are invested, whichever is later; or
 - b) The dwelling units assisted with such funds shall be occupied by families having such incomes; and the remainder of the families receiving such rental assistance are households that qualify as low-income families at the time of occupancy or at the time funds are invested, whichever is later; or
 - c) The dwelling units assisted with such funds are occupied by such households.
24. In the selection of occupants for Project units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the Project consists of five (5) or more units, the DEVELOPER will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval by the CITY. A tenant selection plan shall be developed for the project by the Developer and submitted to the City for review no later than 60 days prior to Project completion.
25. The housing must meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).
26. If the unit is sold through a lease-purchase agreement, the DEVELOPER will ensure compliance with 92.255.

27. The DEVELOPER shall establish grievance procedures for all tenants occupying the property and will provide copies of those grievance procedures to tenants upon execution of a lease.
28. The DEVELOPER will conduct a site and neighborhood standards review for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.
29. The DEVELOPER shall be required to have an Income Eligible Household as a tenant in each HOME Assisted Unit within twelve (12) months of the Project Completion date. If the DEVELOPER fails to comply with this requirement, he shall be required to repay the CITY the HOME funds provided by the CITY for construction of the vacant HOME Assisted Units. The DEVELOPER shall provide the CITY with current marketing efforts and, if appropriate, a plan for enhanced marketing of the HOME Assisted Units.
30. The maximum amount of rent for any HOME Assisted Unit shall be governed by the rent limitations described in 24 CFR 92.252 (a), as may be amended from time to time. The HOME Assisted Units shall be rented at the amounts set forth in Exhibit C Project Rents, for the type and size of unit. Where not inconsistent with the terms of a written lease, the DEVELOPER shall provide the Income Eligible Household with not less than thirty (30) days prior written notice before implementing any increase in rent.

HUD provides the following maximum HOME rent limits. The maximum HOME rents are the lesser of:

- a) The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
 - b) A rent that does not exceed thirty percent (30) % of the adjusted income of a family whose annual income equals 60 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.
31. In rental projects with five (5) or more HOME-assisted rental units, twenty (20) percent of the HOME-assisted units must be occupied by families whose income does not exceed 50 percent of the median income for the area (LOW HOME RENT), as determined by HUD, with adjustments for number of bedrooms in the unit. The DEVELOPER must establish initial rent and utility allowance for all units. The utility allowance will be deducted from the rent charged to the tenant. The distribution of units based on the HIGH HOME RENTS and LOW HOME RENTS will be as follows:

Unit size	Number of units at High HOME rent	Number of units at LOW HOME rent	Utility allowance	Proposed rent minus utility allowance
N/A	N/A	N/A	N/A	N/A

32. All proposed rent and utility allowances must be approved by the CITY.
33. The HOME Assisted Units shall be deemed floating units providing the DEVELOPER with the flexibility to designate different units in the Project at different times as HOME Assisted Units; provided, however, that the DEVELOPER maintains the amount of total units with the same unit mix (i.e., number by each bedroom size). The DEVELOPER agrees that One Hundred percent (100%) of the HOME Assisted Units shall be occupied by Income Eligible Households and the rent shall meet the requirements of 24 C.F.R. 92.252(b)(1) or (2). The DEVELOPER shall be responsible for obtaining initial income certification at the time of the initial leasing of the HOME Assisted Units to Income Eligible Households. In addition, each year during the period of affordability the DEVELOPER must re-examine each tenant's annual income. An owner of a multifamily project with an affordability period of ten (10) years or more who re-examines tenant's annual income through a statement and certification in accordance with 92.203(a)(1)(ii) must examine the income of each tenant in accordance with 92.203(a)(1)(i), every sixth year of the affordability period. If there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income, the DEVELOPER must re-examine the tenants household income in accordance with 92.203(a)(1)(i). The DEVELOPER shall provide income certification information of each tenant residing in the project to the CITY, upon the CITY's request.
34. Tenants who no longer qualify as low-income families must pay 30 percent of the family's adjusted income, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. In addition, in projects in which the HOME units are designated as floating pursuant to paragraph (j), tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.
35. Any proposed rent increases must be approved by the CITY in writing before they can be charged to the tenants and in conjunction with State Landlord Tenant Law.
36. The tenant protection requirements of 92.253 apply to this project.
- a. *Lease.* The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

b. *Prohibited lease terms.* The lease may not contain any of the following provisions:

- i. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- ii. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- iii. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- iv. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- v. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- vi. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
- vii. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- viii. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

c. *Termination of tenancy.* An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

d. *Tenant selection.* An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria and is submitted and approved by the CITY prior to initial occupancy that:

- i. Are consistent with the purpose of providing housing for very low-income and low-income families;
- ii. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
- iii. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
- iv. Give prompt written notification to any rejected applicant of the grounds for any rejection.

37. All contracts and subcontractors shall comply with the Labor requirements in 92.354. Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

Section VI - Funding and Method of Payment

1. The DEVELOPER may be obtaining funding for the project from various sources. The maximum amount payable by CITY under this Agreement shall be **\$60,000.00, of which, \$57,500.00 shall be available for project-specific development costs, and \$2,500.00 shall be the maximum amount available as a Developer Fee according to Section VI, paragraph 7, below.** The City's payment shall always be a proportionate share of all funds invested in the project. The HOME Funds provided by CITY to the DEVELOPER shall be in the form of a deferred payment forgivable loan, zero percent interest, pro-rated over the course of the Affordability Period. At Loan closing, the DEVELOPER shall execute and CITY shall record, at the DEVELOPER's expense, in the Public Records of Forrest County, Mississippi, a Mortgage, and Promissory Note ("Note"), and a Declaration of Restrictive Covenants to ensure that the HOME Assisted Units remain affordable during the Affordability Period.
2. Project expenses (excluding DEVELOPER Fees) shall be paid on a reimbursement basis based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, **(see Chapter 5.3 of the CHDO Policies & Procedures)** with adequate and proper

documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved Project budget. Budget revision and approval by the CITY shall be required prior to payment of any expenses not conforming to the approved project budget.

3. Payment request shall not exceed one payment per month and payments must be submitted along with any progress reports required by the CITY. The CITY retains the right to withhold payment for missing and incomplete progress reports.
4. The CITY will retain 10% of each payment draw until Project completion. When the DEVELOPER submits all required documentation for final payment including; but not limited to, a project completion report, receipts, final invoices and TENANT information, releases of liens, final inspection and Certificate of Completion from the building department, the CITY will release the final 10% withheld.
5. The CITY reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
6. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five (5) years after the affordability period ends.

7. DEVELOPER Fee

A DEVELOPER'S Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The DEVELOPER's fee is expressed as the **HOME-investment portion** of the total development cost. DEVELOPERS who perform work in a timely fashion and comply with the timelines outlined in the Agreement will receive a DEVELOPER's fee of no more than 10% of the total HOME funds awarded under the Agreement.

The DEVELOPER fee will be paid as follows:

- a) 50% of the DEVELOPER fee will be paid when the project is 50% completed based on the timeline in the Agreement. The DEVELOPER must meet the threshold requirements as stated in the Agreement and the fee will be approved for payment by CITY staff based on a review of project status, documentation submitted and inspections passed.
- b) The final 50% of the DEVELOPER fee will be paid when the project is 100% completed as defined below **and**
 1. For rental projects, no less than 75% of the units are occupied and leased.
 2. For homeownership projects, 100% of the units have been sold to eligible households.

For the purpose of complying with this requirement, completion shall mean that all necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy.

8. Project Penalties

Time is of the essence in the completion of all projects under the HOME program. DEVELOPERS who do not perform in accordance with the timeline and budget stipulated in the Agreement will be subject to penalties for lack of performance. The CITY will closely monitor performance and will enforce the following penalties when the CHDO fails to carry out its contractual obligations under the Agreement.

- a) For new construction projects that involve site acquisition:
 - 1. Failure by the DEVELOPER to provide a warranty deed showing ownership and title to property according to the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The Agreement will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred related to the acquisition of the property.
- b) For existing properties already owned by the DEVELOPER
 - 1. Failure by the DEVELOPER to provide an active building permit issued by the City of Hattiesburg building department within the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The contract will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred up to the date that the Agreement is cancelled or thereafter.
- c) Failure by the DEVELOPER to meet the 50% completion timeline outlined in the Agreement will result in a loss of 50% of the total DEVELOPER fee approved under the Agreement.
- d) Failure of the DEVELOPER to complete 100% of the project within the timeline specified in the Agreement will result in:
 - 1. A 50% reduction of the DEVELOPER fee authorized under the terms of the Agreement **and**
 - 2. Suspension of the CHDO from participation under the HOME program for not less than one (1) year after the date the project is completed, or the next CHDO reservation funding cycle, whichever occurs later.
- e) The CITY retains the right to require a CHDO who has failed to comply with the terms outlined in the Agreement, to transfer title and ownership of the property to the CITY or an agency designated by the CITY to carry out the terms and conditions of the contract in a timely manner. The CITY will consider the CITY's total investment in the property, the stage of project construction, the feasibility that the project will be completed by the HOME program deadlines by the current developer, the date the project will be completed by the new developer and the timing for meeting a national objective up to and including occupancy of the unit. The decision to transfer the title

of the property will be based on the decision that is in the best interest of the HOME program, the City of Hattiesburg and its residents. The final decision to transfer title of the property will require approval by the City of Hattiesburg City Council.

- f) Developers that experience delays caused by reasons beyond their control in accordance with Section II (6) of this Agreement must submit the reasons for delay and supporting documentation in writing to the Program Director. Extensions will be reviewed by the Director in consultation with City staff. The DEVELOPER will be notified in writing of the department decision to approve the Project delay.
 - g) At the time that the CITY approves project delay, new timelines will be established for the Project in the form of an amendment to the existing contract. The DEVELOPER must comply with the new timelines. Failure by the DEVELOPER to comply with the new timeliness will trigger the penalties stated above.
- 9. The DEVELOPER shall have standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"
 - 10. HOME Funds shall not be reimbursed by the CITY until the funds are needed for the payment of Eligible Costs. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of CITY. The CITY may reallocate unexpended HOME Funds to other HOME Program projects if approved for funding by the Governing Body.
 - 11. The DEVELOPER shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from CITY for such subcontracted work or supplies, if all required and supporting documentation is provided and the work is completed in accordance with the contract documents.
 - 12. For purposes of this section, Requests for Payment, reports and other documentation required under this Agreement, must be submitted within sixty (60) days of project completion. Reports submitted after that date may not be honored by the CITY, at the discretion of the CITY.
 - 13. The DEVELOPER shall furnish to the CITY all reports required by the HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions specified in this Agreement and further, the DEVELOPER and any contractors or subcontractors shall provide any other reports deemed necessary by the CITY.
 - 14. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review the DEVELOPERS performance and operation of the HOME program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or

papers of the DEVELOPER, Contractor and the subcontractors of Contractor, for the purpose of making audit examination, excerpts and transcriptions.

Section VII - CHDO Proceeds

The City of Hattiesburg will allow CHDOs that utilize CHDO reservation funds to develop, rehabilitate, sell or rent housing benefiting income eligible households to retain project proceeds.

Definition of Project Proceeds:

Project proceeds are funds generated by the project and paid to the DEVELOPER from activities carried out with HOME funds. Projects proceeds include:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;
2. Payments of principal and interest on loans made using HOME funds;
3. Proceeds from the sale of loans made with HOME funds;
4. Proceeds from the sale of obligations secured by loans made with HOME funds;
5. Interest earned on program income pending its disposition; and
6. Any other interest or return on the investment permitted under § 92.205(b) of HOME funds

All project proceeds received by the CHDO must be used for affordable housing activities to benefit low-income households.

The CHDO will be required to track the investment of project proceeds for housing activities to benefit low-income households. The CHDO must maintain supporting documentation related to the use of these funds for monitoring purposes.

Eligible Uses of Project Proceeds:

CHDOs allowed to retain project proceeds must use the funds for housing activities to benefit low-income families as required by 24 CFR 92.300(a)(2). Low-income households that do not exceed 80% of the Area Median Income as established by HUD on an annual basis.

Affordable housing activities which may be funded with CHDO proceeds include but are not limited to: emergency repairs, project operating costs and reserves, housing refinancing costs, CHDO operating expenses, and homebuyer counseling.

CHDO proceeds which are retained by a CHDO are not subject to the requirements of the HOME regulations, except for 24 CFR 92.300(a)(2). Thus, the Davis-Bacon Act, National Environmental Policies Act and Uniform Relocation Assistance and Real Property Acquisition Policies Act do

not apply to the use of CHDO proceeds. However, because CHDO proceeds are derived from the expenditure of HOME funds, any activities which are funded with CHDO proceeds may not be contributed as match.

Section VIII – Repayment of Loan

1. All HOME funds are subject to repayment in the event the PROJECT does not meet the Project Requirements as outlined above.
2. It is understood that upon the completion of the PROJECT, any HOME funds reserved but not expended under this Agreement will revert to the CITY.
3. The funds will remain a deferred loan for the period of affordability, at which time the loan may be forgiven. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this Agreement, the note and mortgage, and the restrictive covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

Section IX – CHDO Provisions

1. If the DEVELOPER is a CHDO, the requirements in this section apply to CHDO developers, sponsors and owners. It is understood that the DEVELOPER has certified that it is and will maintain CHDO status for the term of the AGREEMENT in accordance with 24 CFR 92. DEVELOPER agrees to provide information as may be requested by the CITY to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.
2. Any funds advanced as the CHDO as pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.
3. Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208. The City of Hattiesburg can provide up to five (5) percent of its fiscal year HOME allocation for operating expenses to the CHDO. These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program. Operating expenses means reasonable and necessary costs for the operation of the CHDO. Such costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The requirements and limitations on the receipt of these funds by CHDOs are set forth in 92.300(e) and (f).
4. A CHDO that receives assistance under this part must adhere to the Tenant Participation Plan requirements under 92.303 that require a fair lease and grievance procedure approved by the CITY and must provide a plan for and follow a program of tenant participation in management decisions.

Section X – Procurement Standards

1. The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. The Developer's procurement procedures must be approved by the City. All costs will be reviewed by the City to assure reasonableness.
2. In addition, it is understood that any DEVELOPER that can be considered to be a religious or faith-based organization shall abide by all portions of 24 CFR 92.257.

Section XI – Conflict of Interest Provisions

1. The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.
2. HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the Agreement and the selection of tenant households to occupy HOME-assisted units.
3. No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:
 - a. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or
 - b. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER, including:
 - i. Occupancy of a rental housing unit in a HOME-assisted rental project;
 - ii. Receipt of HOME tenant-based rental assistance;
4. This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME assisted unit as the on-site project manager or maintenance worker.
5. In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the CITY shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

6. Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the CITY. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance.
7. The CITY may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section XII – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

1. The CITY shall provide to the DEVELOPER information regarding its requirements for the Project.
2. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to, income limits, property value limits and rent limits.
3. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.
4. The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.
5. The CITY shall monitor, review, and evaluate the financial procedures of the DEVELOPER through documents submitted to the CITY and on-site monitoring. The DEVELOPER shall provide to the CITY such reports, and make available to the CITY such records that will be necessary for a proper financial evaluation. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the CITY shall schedule at least one on-site visit during the term of said Agreement and other visits that may be needed.
6. The Department of Urban Development, on behalf of the CITY shall monitor, review, and evaluate the DEVELOPER. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the Department shall schedule at least one (1) on-site visit and other visits that may be needed during the course of said Agreement. At such times and in such forms as the CITY may require, there shall

be furnished to the CITY such statements, records, data, and information as may be necessary.

7. Within a reasonable period of time (generally 45 days) after the monitoring visit, the Department of Urban Development shall furnish to the DEVELOPER a letter and any necessary reports summarizing the monitoring visit. Such letters and reports will include any findings or concerns and recommendations for improvement.
8. The DEVELOPER shall have 30 days from the receipt of a financial or programmatic monitoring letter to address any findings or concerns. Should the concerns not be addressed in a manner acceptable to the CITY, this Agreement shall be terminated in accordance with the provisions for termination outlined in this Agreement.
9. Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XIII – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

1. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, familial status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.
2. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
6. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.
7. The DEVELOPER will include the provisions of this Agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Section XIV – Section 3 Compliance

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The DEVELOPER will comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by the execution of this Agreement, the DEVELOPER certifies that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The DEVELOPER, its contractors and subcontractors, if applicable agree to send to each labor organization or representative of workers with which the DEVELOPER, its contractors and subcontractors has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the DEVELOPER, its contractors and subcontractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The

notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The DEVELOPER, its contractors and subcontractors agree to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The DEVELOPER and its contractors will not subcontract with any subcontractor where the DEVELOPER or its contractors has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The DEVELOPER, its contractors and subcontractors will certify that any vacant employment positions, including training positions, that are filled (1) after the DEVELOPER, its contractors and subcontractors are selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the DEVELOPER or contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Section XV – Compliance with Federal, State & Local Laws

1. The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and Federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing, Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.
2. The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection CITY regulations (40 CFR Part 15).
3. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of

\$100,000. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.

4. Minority/Women's Businesses, Executive Orders 11625, 12432, and 12138 Under Executive Orders 11625, 12432, and 12138, the CITY must prescribe procedures acceptable to HUD for minority outreach programs to ensure that they are making concerted efforts to attract minority groups to the procurement process. The Developer agrees to assist the City to the greatest extent possible to meet the goals and objectives of this section. The DEVELOPER will submit, on an annual basis, a listing of all MBE/WBE contracts awarded including dollar amount of the contract and how the business qualifies.

The regulations require that the following minimum affirmative steps are taken to ensure MBE/WBE is afforded every opportunity to participate in generated contracts.

- a) Placing minorities and women on solicitation lists;
 - b) Assuring that MBE and WBE firms are solicited whenever they are potential sources;
 - c) Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business enterprises, and women business enterprises;
 - d) Where the requirement permits, establishing delivery schedules that encourage participation by small and minority business enterprises, and women business enterprises;
 - e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f) Requiring the prime contractor, if subcontractors are to be let, to take all the same.
5. Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and HUD's implementing regulations at 24 CFR Part 21.

DEVELOPERS are required to provide a drug-free workplace by taking the following steps. DEVELOPER and third-party contractor/consultants failing to meet these requirements will be subject to penalties:

- a) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
- b) Establish a drug-free awareness program to make employees aware of: a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- c) Notify employees that as a condition of employment on a Federal contract or grant, the employee must: a) abide by the terms of the policy statement; and b) notify the employer, within five (5) calendar days, if he or she is convicted of a criminal drug violation in the workplace.
- d) Notify the contracting or granting agency within ten (10) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.

- e) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- f) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

Section XVI – Enforcement, Suspension and Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination.

Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

24 CFR 92.504(c)(13) contains provisions for the enforcement of this Agreement. In accordance with 24 CFR 85.43, this Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) day written notice from the CITY to the DEVELOPER including, but not limited to the following reasons:

1. Failure to perform the services set forth in the scope of services and requirements incident thereto.
2. Failure to comply with the provisions of this Agreement.
3. Making unauthorized or improper use of funds provided under this Agreement.
4. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
5. The carrying out of the Scope of Services or the objectives of this Agreement is rendered improvable, unfeasible, impossible, or illegal.
6. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.
7. Upon the determination of the CITY that the Agreement be suspended or terminated, without cause.
8. Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

Section XVII – Termination for Convenience of the CITY

In accordance with 24 CFR 85.44 the CITY may terminate for its convenience this Agreement at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed to the total service of the DEVELOPER covered by this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVIII – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in this Agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the CITY or an agent of the CITY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this Agreement, in a court of equity. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XIX – Reporting Responsibilities

The DEVELOPER agrees to submit monthly reports to the CITY on the progress of the project. Reports are due the 15th of each month and will cover activities for the prior month. The CITY retains the right to request additional documentation to comply with HUD's reporting requirements. If the DEVELOPER fails to submit the monthly progress reports by the due date, no payments will be made to the DEVELOPER under this AGREEMENT until all outstanding reports have been submitted.

The CITY will send the DEVELOPER one reminder notice if the report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the CITY information as required to determine program eligibility, and financial records pertinent to the project.

At project completion, the DEVELOPER will provide a Project Progress Report signifying completion, with all data and supporting documentation for project closeout as may be required by the CITY.

Section XX – Inspection, Monitoring & Access to Records

1. All records will be maintained by the DEVELOPER for five (5) years after the affordability period ends.
2. The CITY reserves the right to inspect, monitor, and observe work and services performed by the DEVELOPER, at any, and all reasonable times.
3. The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after the affordability period ends.
4. The DEVELOPER will provide the CITY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT becomes complete pursuant to the requirements of OMB Circular A-133.
5. Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, process site access, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
6. The DEVELOPER shall maintain all records required by the Federal regulations specified in 92.508 that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:
 - a) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and tenants assisted with HOME funds.
 - b) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.
 - c) Records demonstrating that each rental housing project meets the minimum per-unit subsidy amount of § 92.205(c), the maximum per-unit subsidy amount of § 92.250(a) and the subsidy layering guidelines adopted in accordance with § 92.250(b).

- d) Records demonstrating that each project meets the property standards of § 92.251 and the lead-based paint requirements of § 92.355.
- e) Records demonstrating that each family is income eligible in accordance with § 92.203.
- f) Records demonstrating that each rental housing project meets the affordability and income targeting requirements of § 92.252 for the required period. Records must be kept for each family assisted.
- g) Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with § 92.206(b).
- h) Records demonstrating that any pre-award costs charged to the HOME allocation meet the requirements of § 92.212.
- i) Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.

Section XXI– General Conditions

1. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. Notices shall be mailed to the following address:

CITY address: City of Hattiesburg, Department of Urban Development, P.O. Box 1898, Hattiesburg, MS 39403-1898

DEVELOPER address: Breakthrough Community Services, Attn: Arthur Siggers, 1313 Country Club Road, Hattiesburg, MS 39401

2. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
3. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.
4. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

5. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Mississippi.
6. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Mississippi or the City of Hattiesburg, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
7. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.
8. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.
9. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.
10. The obligations undertaken by the DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless the CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.
11. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.
12. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the CITY.
13. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

Section XXII– Insurance

1. The DEVELOPER shall keep the improvements now existing or hereafter erected on the site subject to this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and such may require and in such amounts as CITY may require. The insurance requirements shall remain in effect until the Affordability Period expires, unless this Agreement is terminated earlier. The CITY shall be named as an additional insured.
2. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and shall include Premises and/or operations, independent contractors, Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
3. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability. The DEVELOPER shall carry Workers' Compensation insurance for all employees in compliance with the "Workers' Compensation Law" of the State of Mississippi and all applicable federal laws.
4. The DEVELOPER shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred percent (100%) of replacement value of the completed structure until Project Completion. Such Builder's Risk policy shall be an all risk form with a deductible not to exceed ten thousand dollars (\$10,000.00) each claim and shall contain a loss payable clause to include City of Hattiesburg, Mississippi. The DEVELOPER shall furnish to the CITY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of work under this Agreement. Coverage shall not cease and is to remain in force until all performance required work is completed.
5. The DEVELOPER shall furnish copies of all licenses and certifications of Public Liability Insurance for all HOME projects upon request by the CITY.

Section XXIII- Indemnification

1. The DEVELOPER shall at all times hereafter indemnify, hold harmless and defend the CITY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of the DEVELOPER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the

expiration or earlier termination of this Agreement. To the extent considered necessary by the CITY, any sums due to the DEVELOPER under this Agreement may be retained by the CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the CITY.

2. In the event that the DEVELOPER contracts with a third party ("Contractor") to provide the construction related services set forth herein, any contract with such third party shall include the following provisions:
 - a. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.
3. The DEVELOPER shall comply with the anti-lobbying legislation set forth in 24 CFR 91.225 in CITY's Consolidated Plan submitted to HUD for the HOME Program; both incorporated herein by reference.
4. The DEVELOPER shall indemnify and save the CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

CITY

By: _____
Toby Barker, Mayor

Date: _____

Attest: _____
Kermas Eaton
City Clerk

Date: _____

Breakthrough Community Services

By: _____
Arthur Siggers, Executive Director

Date: _____

Attest: _____

Date: _____

EXHIBIT A

Proposed Budget 104 Donald Street

Budget Line Item	HOME	Non-HOME	Total
Acquisition:			
Predevelopment Costs:			
Inspections & Utilities			
Survey work			
Construction Estimates:			
Bid Construction	\$57,500		\$57,500
Construction Contingency		\$1,500	\$ 1,500
Non-bid items			
Soft Costs:			
Developer			
Architect/Engineer			
Environmental		\$500	\$500
Marketing		\$500	\$500
Holding Costs:			
Taxes & Insurance			
Utilities			
Construction Loan Interest			
Totals	\$57,500	\$2,500	\$60,000

*Any other costs will be covered with non-HOME funds

HOME Developer Fee:	
50% Completion	\$1,250
100% Completion	\$1,250
Total	\$2,500

GRAND TOTAL: \$60,000 HOME

Sources:

Non-profit's equity	\$20,000 (estimated value)
Non-Home Funds as needed	\$1,000 - \$3,000
HOME Subsidy (excluding developer fee)	\$57,500

EXHIBIT B

Scope of Work Addendum 104 Donald Street

Proposal Application: **Market Needs Assessment**
 Map of project site
 Pictures of project site
 Work Write-Up



Acquisition Rehab Work Specification

Project: 104 Donald Street

Kitchen

- Replace countertops
- Replace Sink
- Replace light fixture w/ 4" fluorescent light
- Place 2" fluorescent light over sink
- Install GFCI outlets according to code around sink and countertop area

Dining Area

- Repair sheetrock on walls and ceiling where needed
- Replace light fixtures with new ceiling fan light fixture
- Building a closet for heating unit and remove the room dividers
- Paint all walls, molding, and trim

Living Room

- Repair sheetrock on walls and ceiling where needed
- Replace light fixture with new ceiling fan and light fixture
- Replace deteriorated flooring as needed (at the front door entrance)
- Paint all walls, molding and trim

Bathroom (front)

- Replace door with 36" door and casing
- Replace toilet with new ADA toilet
- Salvage tub using shower-kit (replace faucets as needed)
- Replace light fixture and add exhaust fan
- Paint walls, molding and trim

Hallway

- Enlarge doorway from living room into hallway and front bathroom
- Install new light fixture
- Paint walls, trim and molding

Front Bedroom

- Replace bedroom door with larger door
- Repair and sheetrock walls and ceiling



- Replace and repair floor boards where needed and level floor as much as possible
- Paint room, ceiling molding and trim
- Replace light fixture with new ceiling fan and light fixture

Middle Bedroom

- Replace sheetrock on walls and ceiling and paint
- Replace light fixture with new ceiling fan and light fixture
- Replace floor where needed
- Enlarge the entrance doorway with a regular size 32" door
- Refurbish closet
- Paint doors, molding and trim

Back Bedroom

- Add a wall from kitchen outside wall to the wall leading to outside and beside the outside door (this is to create the third bedroom)
- Remove all paneling and replace with sheetrock
- Replace sheetrock where needed
- Install ceiling fan with light fixture
- Add door unit for entrance to bedroom
- Install a bathroom and closet
- Paint room, doors, molding and trim

General Interior

- Replace all windows (11) with aluminum insulated windows. All bedroom windows to meet code
- Install electric heat and air unit closet in dining room
- All electric stove and water
- Install hardwired smoke detectors
- Remove and replace all damaged flooring and level floors as much as possible

Exterior

(General)

- Remove and replace all vinyl on house with new vinyl
- Remove screen from front porch along with siding and replace with railing around the entire porch



- Add handrails to front step
- Remove and replace deteriorated materials from porch
- Straighten leaning pillars around the house
- Remove and replace all windows with new double pane aluminum
- Remove and replace all deteriorated soffit and fascia around house
- The entire house is to be re-plumbed with plumbing extended to the utility room

(Front of House)

- Remove and replace front door with up to date door that has peephole and deadbolt
- Add new storm door
- Replace porch light

(Right of House)

- Remove rear door and move approximately two feet toward the front the front of the house to allow for a hallway for back bedroom and bath
- Add a storm door
- Repair floor damage where existing door was located

(Left of House)

- Straighten existing pillars at rear left of house

Electrical

- Rewire entire house and replace exterior service
- Install hardwired smoke detectors

Roof

- Remove and replace any damaged shingles
- Nail down popups
- Replace and repair any damage to the roof

Attic

- Insulate to R-30

Utility Room

- Add at the end of the driveway

EXHIBIT C

**Rent Limit
104 Donald Street**

HOME RENTAL HOUSING RENT DETERMINATION CHART 1 LOW AND HIGH HOME RENTS

Effective Date: 06/28/2019

Rent Level ¹	Unit Size						
	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
Low HOME Rent ²	515	589	707	816	911	1005	1099
High HOME Rent	515	625	768	993	1101	1224	1322

-
- ¹ These are the rents which are determined by comparing fair market rents with 50% and 65% rent limits provided by HUD. Remember, these rents include utilities, and must be reduced if the tenant pays utilities (see Chart 2). Utility allowances must be approved by the PJ.
- ² The Low HOME Rent applies to a minimum of 20% of the units in projects with five or more HOME-assisted units.

HOME RENTAL HOUSING INCOME LIMITS

Effective Date: 06/28/2019

Income Level	Unit Size						
	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons
30% of Median	13,200	15,100	17,000	18,850	20,400	21,900	23,400
50% Very Low Income	22,000	25,150	28,300	31,400	33,950	36,450	38,950
60% of Median	26,400	30,180	33,960	37,680	40,740	43,740	46,740
80% Low Income	35,200	40,200	45,250	50,250	54,300	58,300	62,350

DEED OF TRUST

Prepared by:

Dequandra Johnson
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1006

Return to:

Dequandra Johnson
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1006

Trustee:

Moran M. (Randy) Pope III
Attorney
110 South 40th Avenue #10
Hattiesburg, Mississippi 39403-1624
(601) 268-9997

Grantor/Mortgagor: Breakthrough Community Services
1313 Country Club Road
Hattiesburg, Mississippi 39401
601-582-3475

Grantee/Mortgagee: City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401

SUBJECT PROPERTY: 104 Donald Street, Hattiesburg, MS 39401

Abbreviated Legal Description:

LTS 9 & 10 BLK 3
PREV #:H0600-03-008
MOUNT OLIVE SUB



Community Development
**HOME/CHDO Affordable Housing Project -
RENTAL**

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this the 5th day of November 2019, by and between Breakthrough Community Services, 1313 Country Club Road, Hattiesburg, MS, Grantor, of the first part, herein designated as Grantor, Moran (Randy) Pope III, Trustee, of the second part herein designated as Trustee, and the City of Hattiesburg, Mississippi, having an office at City Hall 200 Forrest Street, Hattiesburg, Mississippi of the third part, herein designated as the Beneficiary.

GRANTEE is hereby justly indebted unto the Beneficiary in the sum of sixty-thousand dollars (\$60,000.00), bearing interest at the rate of 0% per annum, after maturity, providing for attorney's fees in case of default, and due and payable fifteen (15) years after date of first approved occupancy, or upon the occurrence of any of the following circumstances, whichever shall first occur:

- A. The sale, transfer or other disposition of the property described herein below, whether voluntary or involuntary; or
- B. The vacation of the premises or abandonment of the property by all of the Grantors, or
- C. The failure by the Grantor to comply with any of the provisions agreed to under related regulations, agreements, Program guidelines, etc.

WHEREAS, GRANTEE has met the City of Hattiesburg's affordability period of **fifteen (15)** years as agreed upon, the grant and this note will automatically cancel without payment on its maturity date; and,

WHEREAS, IN THE EVENT OF TRANSFER of property prior to the **fifteen (15)** year period the Grantee agrees to repay a percentage of the grant based on a pro rata basis. The repayment will be determined by the length of time the grantee has occupied the property; and,

WHEREAS, IN THE EVENT OF SALE/TRANSFER of property prior to the **fifteen (15)** year period, and the sale/transfer gives ownership to the existing tenant in accordance with HUD regulations and with the express written consent of the Grantee, the grant and note will be canceled in exchange for an appropriate Deed of Trust between the Grantee and the Homebuyer to ensure an appropriate affordability period; and,

WHEREAS, Grantor desires to secure the payment of said indebtedness or any renewals thereof, as the same falls due and the faithful performance of all the other terms and conditions hereafter set out.

NOW THEREFORE, in consideration of the above as well as sixteen dollars (\$16.00) cash in hand paid, receipt of which is hereby acknowledged, Grantor does convey and warrant unto **Moran (Randy) Pope III, Trustee**, the following described property in the City of Hattiesburg, Mississippi to wit:

Legal Description:

Abbreviated Legal Description:

LTS 9 & 10 BLK 3

PREV #:H0600-03-008

MOUNT OLIVE SUB

THIS CONVEYANCE is made in trust however, to secure the payment of the above mentioned note or any renewals thereof at maturity; and if this note is paid and all of the other items, covenants and conditions contained herein or in the note secured hereby are duly and faithfully observed, then this instrument shall be and become null and void.

IN THE EVENT OF FAILURE of the Grantor to pay said note, or any installment thereof, as the same falls due or to perform faithfully all the other terms, covenants and conditions as hereinafter set out, then the entire unpaid balance of said note and the interest accrued thereon shall immediately become due and payable for all purposes, whether or not due according to the maturity date or dates thereof; and all other indebtedness, the payment of which is secured hereby, shall likewise become due and payable; and at the request of the Beneficiary herein, or of the owner and holder of said note, the Trustee herein or his successor shall sell above described property and all improvements thereon at public auction for cash to the highest and best bidder, during legal hours, at any front door of the County Courthouse of Forrest County, State of Mississippi after giving notice of the time, place and terms of such sale as require by Section 89-1-55, Mississippi Code of 1972 and amendments thereto, if any, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Deed of Trust, including reasonable fees as therein provided, and the owner and holder of the above described note, the payment of which is secured hereby, and the remainder of such proceeds shall then be paid to the Grantor. At any such sale, the Beneficiary, or the owner or holder of the above-described note, shall have the same right to purchase at said sale as if a stranger to this instrument.

IN THE EVENT the property shall be found to be in violation of any City of Hattiesburg, State of Mississippi, municipal code provision(s) during the lien period, and the GRANTOR shall have failed to cure said violation(s) within thirty (30) days after having received written notice of said violation(s), the undersigned shall be deemed to be in default of the terms of Deed of Trust, thereby entitling the City of Hattiesburg to exercise and enforce any rights and remedies provided for in this Deed of Trust or in the applicable Community Development Division Program guidelines, or any combination thereof. This Deed of Trust shall remain a lien against the subject collateral property for so long as the property remains in violation of municipal code provision, notwithstanding any maturity date stated herein to the contrary.

THE GRANTOR WILL continuously maintain hazard insurance on all buildings, other structures and improvements including equipment, now existing or which may hereafter be erected or installed on the above described property of such type or types and in such amount as the Beneficiary may, from time to time, require. Unless otherwise required by the Beneficiary all such insurance shall be affected by Standard Fire and Extended Coverage policies in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewal thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of an in form acceptable to the Beneficiary. All policies and attachments thereto shall be delivered promptly to the Beneficiary unless they are required to be delivered to the holder of a lien of a deed of trust or similar instrument to which this Deed of Trust is expressly subject, in which latter event, certificates thereof, satisfactory to the Beneficiary, shall be delivered promptly to the Beneficiary. In the event of loss, the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance Company concerned is hereby authorized

and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT GRANTOR fails to pay all taxes or other liens on said property before the same becomes delinquent or to maintain insurance on the improvements thereon as herein stipulated, then the entire indebtedness secured hereby shall immediately become due and payable for all purposes and the Trustee herein shall, at the request of the Beneficiary, or the owner and holder of said note, proceed to advertise for sale and sell the above described property as provided in the event of default in payment of said note.

THE BENEFICIARY, or any subsequent holder of the note secured hereby is authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing duly signed and acknowledged and recorded in county thereof wherein the above described property is located and such appointee shall have full power as Trustee herein, together with all of the rights and privileges thereunto belonging. If the holder of the note is a corporation, any officer thereof may select and appoint a substituted Trustee, issue a declaration of default to the Trustee, and request sale by the Trustee hereunder. No one exercise of this power of appointment, owner of sale, or any other power or right given in this deed of trust shall exhaust the right to exercise such power but all rights and powers herein given may be secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the trust herein given, the Beneficiary or any person in interest may become the purchaser, and upon payment of the purchase price, the Trustee shall execute a Deed of Conveyance, which conveyance shall vest the title of the Trustee in such purchaser upon payment of the purchase price.

THE INDEBTEDNESS secured by this Deed of Trust may not be assumed by any person, firm or corporation, and the Grantor has acknowledged by separate agreement the particular circumstances under which this loan was made to him and the reasons for the absolute prohibitions against assumption thereof.

IN WITNESS WHEREOF, the Grantor(s)'s representative, having been duly authorized by the Grantor to execute this document on behalf of the Grantor, have hereunto set _____ [his/her/their] hand(s) the day and year hereinabove first written.

Signature of CHDOs Authorized Representative

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

Personally appeared before me, the undersigned authority in and for the state aforesaid _____, personally known to me or proven to me by sufficient photo identification, of _____, Hattiesburg, MS, Grantor, who acknowledge before me that he/she signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and seal this ____ day of _____, 20__.

My Commission Expires

NOTARY PUBLIC

PROMISSORY NOTE

Borrower(s): Breakthrough Community Services Loan No: CHDO:BCS 104 Donald St. RR-11-19

Loan Date: 11/05/2019

Address: 1313 Country Club Rd., 39401

Loan Amount: \$60,000.00

For value received, we the undersigned, jointly and severally, promise(s) to pay to the order of the **City of Hattiesburg**, herein called Creditor, at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, the sum of: **sixty-thousand dollars (\$ 60,000.00)** Dollars in principal debt. This note shall mature, and said principal debt shall be due and payable in full **fifteen (15) years** from date of first approved occupancy, on or about the **20th day of November, 2035**. If the Borrower has met the City of Hattiesburg's Affordability Period of **fifteen (15) years** as agreed upon, the loan is considered a grant and this note will automatically cancel without payment on its maturity date.

Security Provisions:

This note is secured by a Deed of Trust of even date herewith covering the property described in foresaid Deed of Trust, hereinafter called Collateral, and any proceeds thereof. Said Deed of Trust is to be duly filed for record in the office of the Chancery Clerk of Forrest County, Mississippi.

In the event the undersigned shall default on its first Deed of Trust, the second Deed of Trust shall also be in default, and if such failure occurs this note, the unpaid principal amount becomes due and payable, at the option of the holder, without notice to the undersigned. Failure of the holder to exercise such option shall not constitute a waiver of such default.

In the event the Borrower sells, transfers, disposes, or abandons property prior to the termination of the affordability period the borrower will repay a percentage of the loan on a prorated basis. The percentage of repayment will be determined by the length of time – in full months – the borrower has satisfied as a percentage of the affordability period.

In the event the Borrower sells property in compliance with the terms of the Deed of Trust and written agreement between the borrower and creditor, and where the buyer is an eligible buyer according to the written agreement, and where the buyer and the creditor establish a written agreement and other binding instruments to establish and enforce an alternate affordability period, the creditor will cancel this note.

In the event suit is instituted by the holder to recover on this note, undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs. If this note be reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

Demand, protest and notice of demand and protest are hereby waived, and the undersigned hereby waive, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this note.

Borrower(s) acknowledge(s) receipt of a copy of this note and agree(s) to the terms and conditions contained herein.

Borrower's Signature

Witness Signature



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, November 5, 2019

Re: Approve finding that pursuant to Miss. Code Ann.17-25-25 (5), related to the vacated alley over which the old Regions parking garage is built, that fair market value of that certain property described in the Quitclaim Deed from the City of Hattiesburg, Mississippi, to Hub City Lofts 2, LLC, is zero; that it is in the City's best interest to dispose of its interest, if any, in and to the subject property; and authorize the Mayor to execute said Quitclaim Deed to Hub City Lofts 2, LLC.
File Number: 2019-271
Minute Book #

Summary

Approve finding that pursuant to Miss. Code Ann. 17-25-25 (5), related to the vacated alley over which the old Regions parking garage is built, that fair market value of that certain property described in the Quitclaim Deed from the City of Hattiesburg, Mississippi, to Hub City Lofts 2, LLC, is zero; that it is the the City's best interest to dispose of it's interest, if any, in and to the subject property; and authorize the Mayor to execute said Quitclaim Deed to Hub City Lofts 2, LLC.

Recommendation Statement

I recommend approving the findings pursuant to Miss. Code 17-25-25- (5), and authorizing the execution of said Quitclaim Deed to Hub City Lofts 2, LLC.

Please place this on the November 5, 2019 City Council meeting for consideration.

Space Above Line For Official Use Only

Instrument Prepared By and Return To: CR Properties, LLC Attn: Matthew H. Grenfell, General Counsel MS Bar No.: 101944 11 Parkway Blvd Hattiesburg, MS 39401 (601) 366-5050	Grantor's Name, Address and Phone Number: City of Hattiesburg, Mississippi 200 Forrest Street Hattiesburg, MS 39401 (601) 545-4501	Grantee's Name, Address and Phone Number: Hub City Lofts 2, LLC c/o CR Properties, LLC 11 Parkway Boulevard Hattiesburg, MS 39401 (601) 366-5050
To the Chancery Clerk of Forrest County, Mississippi: The real property described herein is situated in Lots 7, 8, and 9 of Block 179 of the D. H. McInnis First Addition Survey of the City of Hattiesburg, Forrest County, Mississippi		

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby acknowledged, **CITY OF HATTIESBURG, MISSISSIPPI**, a body politic of the state of Mississippi (the "Grantor"), does hereby sell, convey and quitclaim unto **HUB CITY LOFTS 2, LLC**, a Mississippi limited liability company, all of the Grantor's right, title and interest in and to the property (the "Property") lying and being situated in Forrest County, Mississippi and being more particularly described on Exhibit A attached hereto.

The Grantee assumes and agrees to pay the 2019 ad valorem taxes on the Property when they become due and payable.

[Signature page follows]

WITNESS THE SIGNATURE OF THE GRANTOR, to be effective as of the _____ day of _____, 2019, although actually executed on the date set forth in the acknowledgement below.

-GRANTOR-

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Printed Name: _____

Its: _____

City Clerk:

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2019, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal Required)

EXHIBIT A

Legal Description

A part the alley along the Southeastern side of Lots 7 & 9, in Block 179 of the D.H. McInnis Addition or Survey, in the City of Hattiesburg, County of Forrest, State of Mississippi as per map or plat thereof in the Office of the Chancery Clerk of said County and being more particularly described as **Commencing** at an Exterior Building Corner representing the East Corner of Block 162 of the Crittenden Survey, in the City of Hattiesburg, County of Forrest, State of Mississippi as per map or plat thereof in the Office of the Chancery Clerk of said County and the Intersection of the Northwestern Right of Way Line of West Front Street and the Southwestern Right of Way Line of Main Street, paved public roadways, thence run S46°13'02"E for 49.34 feet to the North Corner of said Block 179 and the Intersection of the Southeastern Right of Way Line of said West Front Street and said Southwestern Right of Way Line of Main Street, thence run S44°37'31"W along the Northwestern Line of said Block 179 and said Southeastern Right of Way Line for 159.21 feet to a Chiseled 'X' in Concrete, thence run S45°10'35"E for 180.10 feet to a Point on the Southeastern Line of said Lot 7 and the **Point of Beginning**; thence continue S45°10'35"E for 20.00 feet to a Mag Nail in Pavement representing a Point on the Northwestern Right of Way Line of Norfolk Southern Railroad, thence run S44°43'29"W along said Northwestern Railroad Right of Way Line for 26.96 feet to a Mag Nail in Pavement representing the Intersection of an extension of the Northeastern Line of said Lot 9 and said Northwestern Railroad Right of Way Line, thence continue S44°43'29"W along said Northwestern Railroad Right of Way Line for 51.50 feet to a Mag Nail in Pavement, thence continue S44°43'29"W along said Northwestern Railroad Right of Way Line for 116.56 feet to a 1 Inch Round Iron Pin, thence run S43°56'38"W along said Northwestern Railroad Right of Way Line for 14.89 feet to a 1 Inch Round Iron Pin, thence run N45°11'28"W for 20.00 feet to a Point on the Southeastern Line of said Lot 9, thence run N43°56'41"E along said Southeastern Lot Line for 14.90 feet, thence run N44°43'29"E along said Southeastern Lot Line for 116.67 feet to a Chiseled 'X' in Concrete, thence continue N44°43'29"E along said Southeastern Lot Line for 51.50 feet to a Chiseled 'X' in a Metal Ramp representing the East Corner of said Lot 9 and the South Corner of said Lot 7, thence run N44°43'29"E along said Southeastern Line of Lot 7 for 26.84 feet to the **Point of Beginning**, comprising **0.10 Acres (4,198 Square Feet)**, more or less.

Exhibit B
to
Street Closing Application

EXPLANATION OF AFFECTED PROPERTY OWNERS OR BUSINESSES and
REASON FOR VACATION REQUEST

Hub City Lofts 2, LLC, a Mississippi limited liability company (“Hub City”) is the record owner of certain property (the “Property”) located at 130 West Front Street in the City of Hattiesburg (the “City”) on which the requested Alley (as defined below) to be vacated is located.

The Property is located within Lots 7, 8, and 9 of Block 179 (the “Block”) in the D.H. McInnis Addition (the “Plat”). See the original plat filed in the office of the Chancery Clerk of Forrest County, and also a county tax parcel map (“Tax Parcel Map”) that gives a depiction of the Property and surrounding area on Exhibit A attached hereto. The area for improvements, as originally platted, was to be 180 feet wide with a 20 foot wide alley (the “Alley”) between West Front Street and the supposed Northwestern Right of Way line of the Norfolk Southern Railroad (the “Railroad”); however, based on the improvements on the Property, the full 200 feet, including the Alley, was used for the construction of commercial buildings and parking areas. A depiction of the Property is shown on Exhibit B attached hereto as certain parcels. The record legal descriptions for Parcels 2 & 3 make no reference to the Alley, but do call out the right of way line of the Railroad. The record legal description for Parcel 7 makes no reference to the said Right of Way line of the Railroad, but does call out the same distances as Parcels 2 & 3. The record legal description for Parcel 1 is described as Northeastern 51.5 feet of Lot 9 of the Block. As such, the record legal description for Parcel 1 does not include the 20 foot wide Alley as shown on the Plat, and therefore, there is a 20 foot gap as shown in red on Exhibit B (the “Gap”).

Other alleys within this Block have been vacated (see Book 533 at Page 307 and Book 112 at Page 316). In addition, a portion of the Alley that lies closer to Main Street has been vacated by the City per the notation on the Tax Parcel Map. See below the red box and above “286.” This vacated portion of the Alley is currently being operated as Coney Island Lunch Stand.

Hub City requests the vacation of the Alley in order to remove the Gap from the legal description of the Property. Hub City is the property owner to the north of the Alley and the City is the property owner to the south of the Alley by virtue of West Railroad Street (“RR Street”). There is a possibility that the Railroad owns the property to the south of the alley by virtue of West Railroad Street being the Northwestern Right of Way line of the Railroad; however, on July 3, 1883, D.H. McInnis, who platted the Property and owned land surrounding the Property, conveyed certain property, including RR Street, to the New Orleans and North Eastern Railroad Company in Book 1 at Page 108. This deed stipulated “...said lands so conveyed be used (for) rail road purposes only.” It is our understanding that the Railroad intended to build a train station on the property closer to the actual railroad line, and part of the conveyed property would be the access drive. When the Railroad decided not to build the train station, and the property was therefore not used for “rail road purposes only”, the property should have reverted back to D. H. McInnis. It is not clear from any further records whether or not the property, including RR Street, did indeed revert back to D. H. McInnis and whether he subsequently platted the property and thereby dedicated this roadway to the City. As RR Street has long been used for public access, it is our position that the City owns RR Street.

Once the Alley has been formally vacated by the City, Hub City will respectfully request that the Railroad and the City quitclaim to Hub City any interest either may have in and to the Alley in order to remove any cloud on the title to the Property. A representative from the Railroad has given email confirmation that the Railroad does not and never has claimed interest in and to the Alley and also set forth the process for obtaining the Quitclaim Deed from it. See e-mail included as Exhibit C attached hereto. Given the foregoing, it is our position that there is no need for an additional acknowledgement of any property owner adjacent to the Alley.

EXHIBIT A
to
**EXPLANATION OF AFFECTED PROPERTY OWNERS OR BUSINESSES and
REASON FOR VACATION REQUEST**

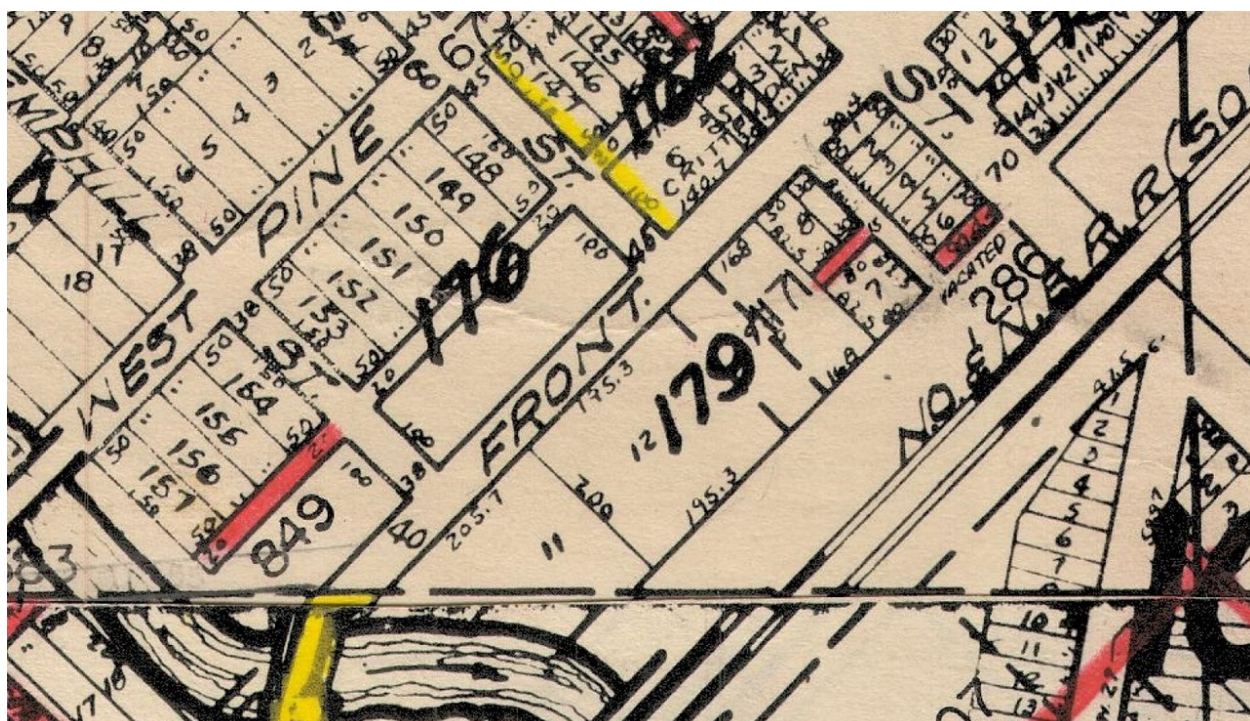
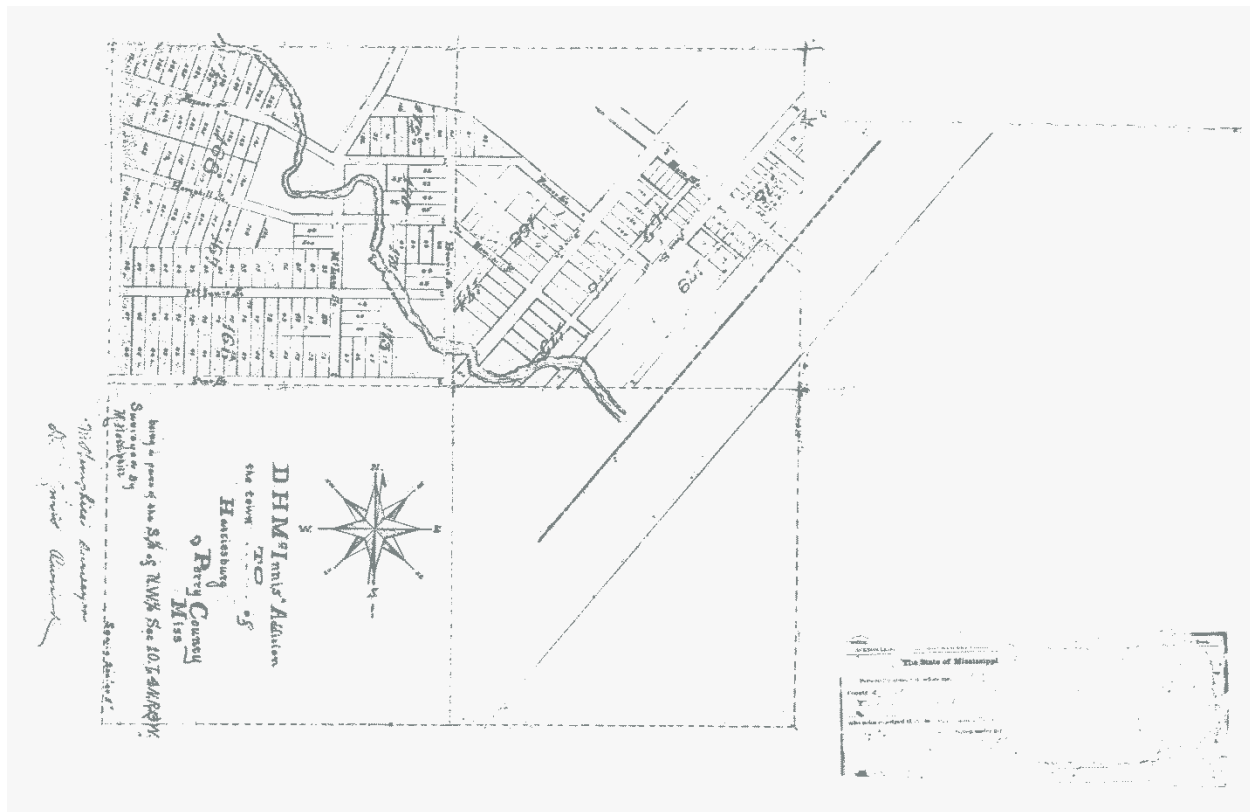
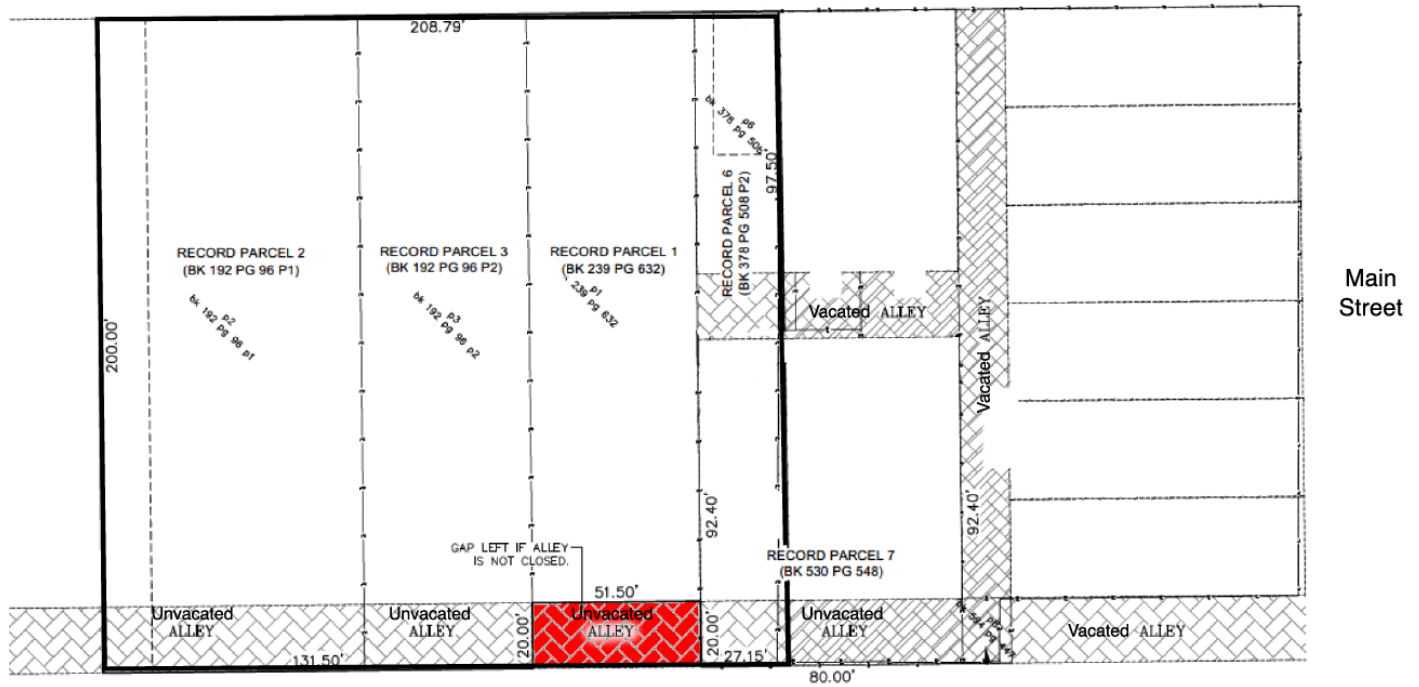


EXHIBIT B

to

**EXPLANATION OF AFFECTED PROPERTY OWNERS OR BUSINESSES and
REASON FOR VACATION REQUEST**

WEST FRONT STREET



NORFOLK SOUTHERN RAILROAD



EXHIBIT C

to

**EXPLANATION OF AFFECTED PROPERTY OWNERS OR BUSINESSES and
REASON FOR VACATION REQUEST**

Email from the Railroad

[see attached]

44130040.v1



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 5, 2019

Re: Authorize Council President to execute duplicate contract with Topp McWhorter Harvey PLLC to audit the financial statements of the City of Hattiesburg for the fiscal year ended September 30, 2019.

File Number: 2019-273
Minute Book #

Summary

Authorize Council President to execute duplicate contract with Topp McWhorter Harvey PLLC to audit the financial statements of the City of Hattiesburg for the fiscal year ended September 30, 2019.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2019 City Council meeting for consideration.



October 16, 2019

To the City Council
Attention: Mr. Carter Carroll, President
City of Hattiesburg, Mississippi
Post Office Box 1898
Hattiesburg, Mississippi 39401

Dear Mr. Carroll:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi, as of September 30, 2019, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Hattiesburg, Mississippi's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the year ended September 30, 2019. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America (U.S. GAAP) as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis (MD&A)
- Budgetary Comparison Schedules for the General Fund and any major Special Revenue Funds
- Schedule of City's Proportionate Share of the Net Pension Liability – PERS and PFDR
- Schedule of City's Contributions – PERS and PFDR
- Schedule of City's Liability for Other Postemployment Benefits (OPEB)
- Schedule of City's Contributions for Other Postemployment Benefits (OPEB)



HATTIESBURG
2 Southern Pointe Parkway, Suite 100
Hattiesburg, MS 39401-8025

P. O. Drawer 15099
Hattiesburg, MS 39404-5099

COLUMBIA
150 Old Highway 98 E
Columbia, MS 39429-6447

P. O. Box 609
Columbia, MS 39429-0609

GULFPORT
2019 23rd Avenue
Gulfport, MS 39501-2968

P. O. Box 1842
Gulfport, MS 39502-1842

To the City Council
Attention: Mr. Carter Carroll, President
City of Hattiesburg, Mississippi
October 16, 2019
Page Two

Supplementary information other than RSI will accompany the City of Hattiesburg, Mississippi's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Schedule of Expenditures of Federal Awards
- Schedule of Surety Bonds for Municipal Officials
- Full Cost Accounting – Solid Waste Management Services
- Nonmajor and Agency Combining Fund Statements
- Budgetary Statement of Departmental Expenditures – General Fund

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Statistical Information necessary for the Comprehensive Annual Financial Report presentation

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

To the City Council
Attention: Mr. Carter Carroll, President
City of Hattiesburg, Mississippi
October 16, 2019
Page Three

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Hattiesburg, Mississippi's basic financial statements. Our report will be addressed to the City Council of the City of Hattiesburg, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with

laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Hattiesburg, Mississippi's major federal award programs compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Other Services

With respect to any nonattest services we perform, as detailed below, we will not assume management responsibilities on behalf of the City of Hattiesburg, Mississippi. However, we will provide advice and recommendations to assist management of the City of Hattiesburg, Mississippi in performing its responsibilities.

- Assist in preparing the financial statements of the City of Hattiesburg, Mississippi in conformity with U.S. generally accepted principles based on information provided by you.
- Assist in the conversion of cash to accrual basis and the recording of Governmental Accounting Standards Board (GASB) conversion entries for financial statement presentation purposes and to facilitate financial statement preparation by making journal entries prepared by management or by making corrective journal entries with management's consent.

The City of Hattiesburg, Mississippi's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; (e) establishing and maintaining internal controls, including monitoring ongoing activities.

We will perform the services in accordance with applicable professional standards.

This engagement is limited to the financial statement preparation services and journal entries previously outlined. Our firm, in its sole professional judgement, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;

15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will locate any documents or invoices selected by us for testing.

Fees and Timing

We expect to begin our audit on approximately November 4, 2019 and to issue our reports no later than March 31, 2020.

Paige M. Johnson, CPA, is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising TMH's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit of fiscal year 2019 will be One Hundred Eighty Thousand Dollars and No Cents (\$180,000.00), plus report reproduction costs for all reports. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Hattiesburg, Mississippi's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of TMH and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Office of the State Auditor and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of TMH's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

TMH



Paige M. Johnson, CPA

RESPONSE:

This letter correctly sets forth our understanding.

City of Hattiesburg, Mississippi

Acknowledged and agreed on behalf of the City of Hattiesburg, Mississippi by:

Officer Name - Printed

Officer - Signature

Officer Title

Date

System Review Report

May 18, 2016

To the Members of
Topp McWhorter Harvey, PLLC
and the Peer Review Committee of the Mississippi Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of **Topp McWhorter Harvey, PLLC** (the firm) in effect for the year ended December 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Topp McWhorter Harvey, PLLC** in effect for the year ended December 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Topp McWhorter Harvey, PLLC** has received a peer review rating of *pass*.

Davis Kinard & Co, PC

Certified Public Accountants



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 5, 2019

Re: Acknowledge receipt of a Permanent Utility Easement from The New Ebenezer Baptist Church at 900 East 8th Street (Parcel No. 2-029H-03-002.00 PPIN 25869) for the maintenance of an existing water line.
File Number: 2019-259
Minute Book #

Summary

Acknowledge receipt of a Permanent Utility Easement from The New Ebenezer Baptist Church at 900 East 8th Street (Parcel No. 2-029H-03-002.00 PPIN 25869) for the maintenance of an existing water line.

Recommendation Statement

I recommend approval.

Please place this on the November 5, 2019 City Council meeting for consideration.

Grantee, prepared by and return to:City of HattiesburgDepartment of EngineeringP. O. Box 1898Hattiesburg, MS 39403-1898Phone: (601) 545-4540Account No.:**Grantor Address:**The New Ebenezer Baptist Church900 East 8th StreetHattiesburg, MS 39401Phone:Business Phone No.: (601) 544-6733**PERMANENT UTILITY EASEMENT****INDEXING INSTRUCTIONS:**

**A part of the Southeast corner of the NE 1 /4
of the SE 1 /4 of Section 3, T-4-N, R-13-W,
Forrest County, MS**

Tax Parcel No.: 2-029H-03-002.00
PPIN 25869
900 East 8th Street

THE STATE OF MISSISSIPPI

County of Forrest

City of Hattiesburg

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned (the "Grantor"), hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, a **Permanent Utility Easement** over, across and upon a parcel of real property, for maintenance of an existing water line on the following described property located in the City of Hattiesburg, County of Forrest, State of Mississippi.

20-foot wide Utility Easement:

Commence at the Southeast corner of the NE 1 /4 of the SE 1 /4 of Section 3, T-4-N, R-13-W, Forrest County, MS; and thence run Northerly 1320 feet, thence run Westerly 1089 feet, thence run S 50° E for 315 feet to the North line of the New Ebenezer Baptist Church property, thence run East along the North line of said property for 86 feet to the Northeast corner of said property, thence run South along the East line of said property for 258 feet to and for the Point-of-Beginning, thence run West for 168 feet, thence run South for 20 feet, thence run East for 168 feet to the East line of said property, thence run North along said East line for 20 feet back to the Point-of-Beginning. The above herein described Utility Easement contains 0.08 acres.

The Grantee herein is given full rights to do whatever may be reasonably necessary and proper for the enjoyment of the easement granted herein, including the right of ingress and egress and the right to clear said Easement Area of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to maintain an existing water line. The Grantee will restore any damage to the Easement Area or Grantors' adjacent property caused by this action or Grantee's use of the Easement Area.

Tax Parcel No.: 2-029H-03-002.00
PPIN 25869
900 East 8th Street

This permanent easement shall run with the land.

It is understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

It is further understood and agreed that this instrument is non-transferable and constitutes the entire agreement between the grantors and the grantee, there being no oral agreements or representations of any kind.

WITNESS MY/OUR SIGNATURE(S) on this the 23rd day of October, 2019.


Signature/Date: October 23, 2019

Print Name: CARLOS WILSON

Signature/Date: _____

Print Name: _____

Signature/Date: _____

Print Name: _____

STATE OF MISSISSIPPI

COUNTY OF Forrest

CITY OF HATTIESBURG

Personally appeared before me, the undersigned authority in and for the said County and State, on this 23rd day of October, 2019, within my jurisdiction, the within named Charles Wilson,
Instrument Signer Name
and _____,
Instrument Signer Name Instrument Signer Name
who acknowledged that they are he is Pastor of Ebenezer Baptist Church and that in said representative capacity he they executed the above and foregoing instrument, after first having been duly authorized so to do.

Kathleen M. Hartfield (NOTARY PUBLIC)



My commission expires: 6/18/2023



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, November 5, 2019

Re: Acknowledge receipt of a Drainage Release, executed by Bryce Ladner, releasing the City from any damages which may occur due to the construction located at 107 Meadowood Drive Hattiesburg MS, Forrest County.
File Number: 2019-274
Minute Book #

Summary

Acknowledge receipt of a Drainage Release, executed by Bryce Ladner, releasing the City from any damages which may occur due to the construction located at 107 Meadowood Drive Hattiesburg MS, Forrest County.

Recommendation Statement

I recommend acknowledgment of drainage release and recordation at Forrest County Chancery Clerk's Office.

Please place this on the November 5, 2019 City Council meeting for consideration.

Prepared by:

City of Hattiesburg
Land Code Division
PO Box 1898
Hattiesburg, MS 39403-1898

Return to:

City of Hattiesburg
Planning Division
PO Box 1898
Hattiesburg, MS 39403-1896

STATE OF MISSISSIPPI

COUNTY OF Forrest

DRAINAGE RELEASE

WHEREAS, the undersigned Brye Ladner are the owners of that certain property located in the City of Hattiesburg, County, Mississippi known as 107 Meadowood Dr and more particularly described as:

LOT 97 of Woodhaven Lake Estates

WHEREAS, a structure will be constructed contrary to Section 1 of Ordinance Number 1858 (see Section 22.6 of the City of Hattiesburg Code of Ordinances) and there is a likelihood of surface water flowing across said lot; and

WHEREAS, said Owner, Brye Ladner is now applying to the City of Hattiesburg for a building permit to construct said structure; and

WHEREAS, the City of Hattiesburg is willing to issue such building permit only upon the condition that the said Owner, Brye Ladner assumes the risk of damage to said house and lot from the surface waters passing down said City streets and avenues.

NOW, THEREFORE, for and in consideration of the issuance of a building permit to me by the City of Hattiesburg, I, the undersigned do hereby release and fully acquit the City of Hattiesburg for and from all damages which have accrued or may in the future accrue to me, my successors, or assignees in title to said lot by reason of surface waters which may flow from any City streets or avenues onto, near or across said lot as described above, or which may have heretofore flowed across said lot.

WITNESS MY SIGNATURE this the 19 day of June, A.D. 2019.

Signature: Amanda Phillips

PRINTED/TYPED NAME: Amanda Phillips

STATE OF Mississippi
COUNTY OF Lamar

PERSONALLY came and appeared before me, the undersigned authority in and for said state and county, the within named who acknowledged to me that he signed and delivered the above and foregoing drainage release as and for his free act and deed, on the day and year therein mentioned, and who acknowledged to me that he is the owner of the property described herein.

GIVEN under my hand and official seal on this the 19 day of June, A.D.

NOTARY PUBLIC
(SEAL)

My Commission expires: Oct 1, 2021



PPIN:34071
PARCEL:2-040E-30-012.00
ZONING:R1-A
FLOOD
ZONE: X
.39 ACRES



SITE GENERAL NOTES

1. BUILDING LOCATION TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION.
2. DRIVEWAY AND SIDEWALK LAYOUT TO BE VERIFIED WITH OWNER BASED ON SITE CONDITIONS, MODIFY AS REQUIRED.
3. ALL PROPERTY LINE MEASUREMENTS ARE APPROXIMATE.
4. CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
5. THESE PLANS ARE PROVIDED AS A GUIDE FOR CONSTRUCTION. FIELD CORRECTIONS AND ADJUSTMENTS MAY BE NECESSARY.



LOT SETBACKS

FRONT: 35'

REAR" 25'

SIDES: 10'

SITE LEGEND

PROPERTY CORNERS

PAVED ROAD

OUTLINE OF RESIDENCE

CONCRETE

SETBACK LINE

PROPERTY LINE

Sheets

Custom Plans for:
Bryce Ladner
107 Meadowood Drive
Hattiesburg, Ms

Scale:
As Noted

Cameron Design & Drafting Services
P.O. Box 539473
Valencia, CA 91354-9473
601-408-1196

Date: December 12, 2018

Drawn By: valence | giant-camera

Site Plan



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, November 5, 2019

Re: Acknowledge submission of the application and receipt of the award for the 2019 Target Community Engagement Funds Grant in the amount of \$2,000 for the purchase of bicycle helmets, lights, water hydration packs, and replacement bicycle parts for the placement of police officers on bicycles in targeted crime areas.
File Number: 2019-256
Minute Book #

Summary

2019 Target Community Engagement Funds Grant

Recommendation Statement

I recommend acknowledgement of the submission of the application and receipt of the award for the 2019 Target Community Engagement Funds Grant in the amount of \$2,000 for the purchase of bicycle helmets, lights, water hydration packs, and replacement bicycle parts for the placement of police officers on bicycles in targeted crime areas.

Please place this on the November 5, 2019 City Council meeting for consideration.

Ruple, Judith

From: Jane.E.Smith <Jane.E.Smith@target.com>
Sent: Monday, September 30, 2019 10:28 AM
To: Ruple, Judith
Cc: Jennifer.Kwiatkowski
Subject: Invitation to Apply for a Target Community Grant

Importance: High

Target Corporate Social Responsibility 2019 Community Engagement Funds Grant

Subject: Apply for a 2019 Target Community Engagement Funds Grant

Dear Denise;

Based on your outstanding work in the community, Target is pleased to invite you to apply for a **2019 grant for the Hattiesburg Police Department's Shopping Event.** These grants must be programmatic in nature, align with Target's community giving strategy and may only be awarded to 501 (c)(3), government agencies, school or nonprofit organizations.

Target only accepts proposals for programmatic efforts; no general operating, capital or administrative grants will be given through this program. All applications must be submitted through our online application system.

Upon receiving this invitation, you have **until EOD Today, September 30th** to complete the application. To apply for a 2019 grant, follow the link below.

How to Apply

If you don't already have your login information from previous years, you will be required to register a new account by logging in as a new user and creating a password. Please retain login information for future use by your organization.

As you're completing the application, you will be asked to select "Group/Region/Distribution Center," **please select G393** to ensure your application is assigned to the appropriate contact and reviewed in a timely manner.

Important Notes

- If approved, the check will be sent to the organization's address provided in the application. We are unable to reissue checks to an address that is not in the application.
- **Since you are a Government Agency, you must attach a W-9 form or an Official IRS Government Information Letter stating you are tax-exempt.** If you DO NOT have an Official IRS Government Information Letter or W-9 stating you are tax exempt, you will need to contact the IRS @ 1-877-829-5500 or visit the [IRS website](#) to obtain your copy. Please plan ahead as this process can take anywhere from 7-14 days to complete.

Link to apply: <http://www.cybergrants.com/target/CEF/quiz>

If you are unable to open this link, copy and paste the entire URL above into the address line of your Internet browser.

If you have technical questions while completing the application, please use the "Need Support?" link found within the application.



Welcome to our Online Grant Application

[Logout](#)

Confirmation of Application Receipt:

Your proposal was successfully submitted to the Target. No further action on your part is required and you can expect to receive notice of your proposal's status shortly. To print a copy of this completed application go to 'File', then 'Print' on your browser toolbar. Click here to [return to the homepage](#) when you are finished.

Contact Information

* First Name Judtih
* Last Name Ruple
* Title Crime Scene Investigator
* Telephone 6015543752
* E-mail Address jruple@hattiesburgms.com
* Contact Type Application Primary Contact

Contact Information

* First Name Peggy
* Last Name Sealy
* Title Asst. Chief
* Telephone 6015454902
* E-mail Address psealy@hattiesburgms.com
* Contact Type Organization Leader

Proposal Details

* Group/Region/Distribution G393
 Center
* Target Store Selection 39402
* Target Store 2055
* Project/Program Title Project Community Safe Bikes

* Project/Program Description The Hattiesburg Police Department will utilize this funding by placing police officers on bicycles in targeted crime areas. Not only will this assist our community in deterring crime, but will also demonstrate bicycle safety to neighborhood children. This program will further benefit the Hattiesburg Police Department and the communities by improving officer visibility and accessibility for the citizens. The funding will assist in the purchasing of helmets, lights, water hydration packs, and replacement bicycle parts.

* Project/Program Start Date 11/01/2019

* Project/Program End Date 11/01/2020

* Request Amount \$2,000.00

* Total Project/Program Budget \$2,000.00

* Primary Project/Program Expenses NiteRider Lights A: \$500
Helmets B: \$250
Hydration Packs C: \$200
Replacement parts D: \$1050

* United Nations Sustainable Development Goals: 17 Goals to Transform Our World 11: Sustainable Cities and Communities
16: Peace, Justice and Strong Institutions
17: Partnerships for the Goals

Program Location Yes

* Program Area Law Enforcement Partner

* Corporate Benefits? No

Volunteer Opportunities? No

Demographics

* Estimated Number of People Served 50000

* Ethnicity 100% More than one Race/Ethnicity

Economically Disadvantaged % 40

Economically Disadvantaged Measurement To include but not limited to: low income housing, free and reduced lunches, and public transportation.

* Gender 40% Male
60% Female

- * Age Groups 20% Elementary Students - Grades K-5 (5-10 years old)
- 20% Middle School Students - Grades 6-8 (11-14 years old)
- 40% Adults (26-64)
- 20% Senior Citizens (65 years old and over)

Population Served by this Project/Program ☐ None of the Above

Organization Information

Official Name

Name (Other) Hattiesburg Police Department, City of Hattiesburg, HPD

* Street Address or P.O. Box 300 Klondyke Street

* City Hattiesburg

* State Mississippi

* Zip/Postal Code 39401

* Organization Website hattiesburgms.com/hpd/

* Mission Statement The mission of the Hattiesburg Police Department is to continue to strive to serve the public in the most effective, efficient, and professional manner possible and work cooperatively with the public to provide a safe environment for all our citizens.

* Year Established 1903

Organization Type (US) Government: Police/Law Enforcement

Government Information
Letter (file)

- W9 2018.pdf (141.55 K), uploaded by Judith Ruple on 09/30/2019

Organization Request Details

* Total Operating Budget 2019 - 13 million and 2020 - 13 million

* Target Involvement No

* Current Elected Official No

* Target Board Members No

* Non-Target Board Members

- City Councilman - Jeffrey George
- City Councilwoman - Deborah Delgado
- City Councilman - Carter Carroll
- City Councilwoman - Mary Dryden
- City Councilman - Nicholas Brown

From: [Ruple, Judith](#)
To: [Shows, Jennifer](#)
Subject: FW: Target Application Approved - Application ID 56847519
Date: Tuesday, October 22, 2019 2:47:09 PM

-----Original Message-----

From: do-not-reply@cybergrants.com [<mailto:do-not-reply@cybergrants.com>]
Sent: Friday, October 18, 2019 4:31 PM
To: Ruple, Judith <jruple@hattiesburgms.com>
Subject: Target Application Approved - Application ID 56847519

Hattiesburg Police Department
300 Klondyke Street
Hattiesburg, MS 39401

Program: Project Community Safe Bikes
Payment Amount: \$2,000.00
Check #0002750207
Check Date:10/17/2019
Grant Request ID#56847519

Dear Judith:

Target is pleased to inform you that your organization's grant request has been approved. Your grant check should have arrived or will arrive in the next few days and is specifically for the program and amount referenced above. Please note that your grant check is void if it is not cashed within five months.

As always, Target grants are one-time gifts. By making annual commitments, we ensure we can remain flexible and respond to changing community and business needs.

Since 1946, Target has given 5 percent of profit to local communities. We are proud to partner with organizations like yours to meet the needs of our communities. Whether it's inspiring young minds, offering unique cultural experiences or meeting your community's most basic needs; we thank you for your continued commitment to making a difference.

Kind Regards,

Target

CG/JMAIL/167047525

VENDOR NO: 32676

• Withholding Tax Amount

REMOVE DOCUMENT ALONG THIS PERFORATION



THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS RED AND BLACK ARE PRESENT

TARGET CORPORATION
PO Box 1296
Minneapolis, MN 55440-1296

DATE	56-382	CHECK NO.
10/17/2019	412	2750207

9600138673

PAY TWO THOUSAND AND 00/100-----

TO THE
ORDER
OF
HATTIESBURG POLICE DEPT
300 KLONDYKE ST
HATTIESBURG, MS 39401

THIS CHECK IS VOID IF NOT CASHED WITHIN 150 DAYS.

300 KLENDIKE ST
HATTIESBURG, MS 39401

112020522 11203824 11298670096



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 5, 2019

Re: Approve and Authorize advertisement for bids for One (1) Electric Traction Elevator B 5000# complying with the attached specifications to be installed in the Public Safety Complex during its construction.
File Number: 2019-269
Minute Book #

Summary

Authorize advertisement for bids for One (1) Electric Traction Elevator B 5000# complying with the attached specifications to be installed in the Public Safety Complex during its construction.

Recommendation Statement

I recommend approval.

Please place this on the November 5, 2019 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive **PROPOSALS** until **10:00 A.M. on Thursday, December 5, 2019** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, for furnishing the City's requirements for the following:

Electric Traction Elevator B 5000#

Detailed specifications are on file and may be obtained in the Office of the City Clerk at P. O. Box 1898, 200 Forrest Street, Hattiesburg, MS 39403 (601) 545-4552, or may be downloaded from Central Bidding at www.centralbidding.com. All proposals must comply with the specifications provided, and must be delivered or uploaded by the date and time stated above. Paper proposals may be submitted at the address above; electronic proposals may be securely uploaded at www.centralbidding.com. For any questions relating to the electronic submission process, please call Central Bidding at 225-810-4814.

Each PROPOSAL must be received sealed and marked EXACTLY as follows:

PROPOSAL:

**Electric Traction Elevator B 5000#
HATTIESBURG, MISSISSIPPI
December 5, 2019**

Submissions will be evaluated and qualified vendors will be invited to participate in a **reverse auction**, which will take place on **December 19, 2019 at 10:30 a.m.** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401. The above shall be bid upon and delivered as per detailed specifications. Paper BIDS may be submitted at the address above; electronic BIDS may be securely uploaded at www.centralbidding.com.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

**Electric Traction Elevator B 5000#
HATTIESBURG, MISSISSIPPI
September 19, 2019**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the **14th** and **21nd** day of **November, 2019**.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on: **November 14, 2019 and November 21, 2019**

Return PROOF to City Clerk
P O Box 1898
Hattiesburg, MS 39403-1898

SECTION 14 21 10
ELECTRIC TRACTION ELEVATOR B 5000#

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Electric Traction Elevators.
- B. Products Supplied But Not Installed Under this Section:
 - 1. Hoist Beam
 - 2. Pit Ladder
 - 3. Inserts mounted in block walls for rail attachments
- C. Work Supplied Under Other Sections:
 - 1. Temporary lighting, including temporary lighting in hoistway for machine space with switch located in hoistway on the strike jamb side of top landing door.
 - 2. Main line disconnects for each elevator.
 - a. One fused three phase permanent power in building electrical distribution room
 - b. One non fused three phase permanent power in hoist way at top landing
 - 3. Hoistway ventilation shall be in accordance with local and national building code requirements.
 - 4. Guide Rail Support shall be structurally adequate to extend from pit floor to top of hoistway, with spans in accordance with requirements of authority having jurisdiction and final layouts.
 - 5. Removable barricades at all hoistway openings, in compliance with OSHA 29 CFR 1926.502 in addition to any local code requirements.
 - 6. Lifeline attachments capable of withstanding 5000 lb load in accordance with OSHA 29 CFR 1926.502. Provide a minimum of 2 at the top, front of each hoistway.
 - 7. Pit lighting: Fixture with switch and guards. Provide illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000, or applicable version.
 - 8. Control space lighting with switch. Coordinate switch with lighting for machine space as allowable by code.
- D. Related sections:
 - 1. Section 01 50 00 - Temporary Facilities and Controls
 - 2. Section 03 30 00 - Cast-in-Place Concrete:

3. Section 04 22 00 – Concrete Masonry Units
 4. Section 05 50 00 - Metal Fabrications
 5. Section 26 05 11 – Electrical General Requirements
 6. Section 31 23 18 – Earthwork for Structures
- E. Industry and government standards:
1. ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities
 2. ADAAG - Accessibility Guidelines for Buildings and Facilities
 3. ANSI/NFPA 70, National Electrical Code
 4. ANSI/NFPA 80, Standard for Fire Doors and Fire Windows
 5. ASME/ANSI A17.1, Safety Code for Elevators and Escalators.

1.02 DESCRIPTION OF ELEVATOR

- A. Elevator Equipment: KONE EcoSpace™ gearless traction elevator
- B. Equipment Control: KCM831
- C. Drive: Non Regenerative
- D. Quantity of Elevators: [1]
- E. Landings: [3]
- F. Openings: [3] Front Openings
- G. Travel: [25' 0" +/- ; 150']
- H. Rated Capacity: [5000 lbs]
- I. Rated Speed: [150] fpm
- J. Clear Inside Dimensions (W x D): [5'-6-3/16" x 8'-9-3/16"]
- K. Cab Height: [8' 0"]
- L. Clear height under suspended ceiling: [13']
- M. Entrance Width and Type: [4'-0" Center (as shown in drawings)]
- N. Entrance Height: [7'-0"]
- O. Main Power Supply: [480] Volts + 5%, three-phase
- P. Operation: [Simplex]
- Q. Machine Location: Inside the hoistway mounted on car guide rail

- R. Control Space Location: [Integrated]
- S. Elevator Equipment shall conform to the requirements of seismic zone: [non-seismic]
- T. Maintenance Service Period: [12] months

1.03 PERFORMANCE REQUIREMENTS

A. Car Performance

- 1. Car Speed $\pm$ 5% of contract speed under any loading condition or direction of travel.
- 2. Car Capacity: Safely lower, stop and hold (per code) up to 125% of rated load.

B. System Performance

- 1. Vertical Vibration (maximum): 25 mg
- 2. Horizontal Vibration (maximum): 25 mg
- 3. Jerk Rate (maximum): 1.3 ft/sec³
- 4. Acceleration (maximum) 1.3 ft/sec²
- 5. In Car Noise: = 55 dB(A)
- 6. Leveling Accuracy: $\pm$ 0.2 inches
- 7. Starts per hour (maximum): 120

1.04 SUBMITTALS

- A. Comply with Section 01 33 00 - Submittal Procedures.
- B. Product Data: Submit manufacturer's product literature for each proposed system.
 - 1. Cab design, dimensions and layout.
 - 2. Layout, finishes, and accessories and available options.
 - 3. Controls, signals and operating system.
 - 4. Color selection charts for cab and entrances.
- C. Shop Drawings:
 - 1. Clearances and travel of car.
 - 2. Clear inside hoistway and pit dimensions.
 - 3. Location and layout of equipment and signals.
 - 4. Car, guide rails, buffers and other components in hoistway.
 - 5. Maximum rail bracket spacing.

6. Maximum loads imposed on building structure.
 7. Hoist beam requirements.
 8. Location and sizes of access doors.
 9. Location and details of hoistway door and frames.
 10. Electrical characteristics and connection requirements.
- D. Operation and maintenance data:
1. Provide manufacturer's standard maintenance and operation manual.
- E. Diagnostic Tools
1. Prior to seeking final acceptance for the completed project as specified by the Contract Documents, the Elevator Contractor shall deliver to the Owner any specialized tool(s) that may be required to perform diagnostic evaluations, adjustments, and/or parametric software changes and/or test and inspections on any piece of control or monitoring equipment installed. This shall include any specialized tool(s) required for monitoring, inspection and/or maintenance where the means of suspension other than conventional wire ropes are furnished and installed by the Elevator Contractor. Any and all such tool(s) shall become property of the Owner. Any diagnostic tool provided to the Owner by the Elevator Contractor shall be configured to perform all levels of diagnostics, systems adjustment and parametric software changes which are available to the Elevator Contractor. In those cases where diagnostic tools provided to the Owner require periodic recalibration/or re-initiation, the Elevator Contractor shall perform such tasks at no additional cost to the Owner for a period equal to the term of the maintenance agreement from the date of final acceptance of the completed project. During those intervals in which the Owner might find it necessary to surrender a diagnostic tool for re-calibration, re-initiation, or repair, the Elevator Contractor shall provide a temporary replacement for the tool at no additional cost to the Owner. The Elevator Contractor shall deliver to the Owner, printed instructions for the proper use of any tool that may be necessary to perform diagnostic evaluations, system adjustment, and/or parametric software changes on any unit of microprocessor-based elevator control equipment and means of suspension other than standard elevator steel cables furnished and install by the Elevator Contractor. Accompanying the printed instructions shall be any and all access codes, password, or other proprietary information that is necessary to interface with the microprocessor-control equipment.

1.05 QUALITY ASSURANCE

- A. Manufacturer: Minimum of fifteen years experience in the fabrication, installation and service of elevators of the type and performance of the specified. The manufacturer shall have a documented quality assurance program.
- B. Installer: The equipment manufacturer shall install the elevator.
- C. Inspection and Testing: In accordance with requirements of local jurisdiction, obtain required permits, inspections and tests.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Comply with manufacturer's recommendations for delivery, storage and handling.

- B. If the construction site is not prepared to receive the elevator equipment at the agreed ship date, the General Contractor shall be responsible to provide a safe, dry, and easily accessible storage area on or off the premises. Additional labor costs for double handling will be the responsibility of the general contractor.
- C. Delivered elevator materials shall be stored in a protected environment in accordance with manufacturer recommendations. A minimum storage area of 10 feet by 20 feet is required adjacent to the hoistway.

1.07 WARRANTY

- A. Provide manufacturer warranty for a period of one year. The warranty period is to begin upon Substantial Completion of the Contract. Warranty covers defects in materials and workmanship. Damage due to ordinary use, vandalism, improper or insufficient maintenance, misuse, or neglect do not constitute defective material or workmanship.

1.08 MAINTENANCE SERVICE

- A. The elevator manufacturer shall provide maintenance service consisting of regular examinations and adjustments of the elevator equipment for a period of [12] months after date of substantial completion. Replacement parts shall be produced by the original equipment manufacturer.
- B. Maintenance service be performed during regular working hours of regular working days and shall include [regular time call back service].
- C. Maintenance service shall not include adjustments, repairs or replacement of parts due to negligence, misuse, abuse or accidents.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Provide AC gearless machine room-less elevator systems subject to compliance with the design and performance requirements of this specification. Elevator manufacturers may include but are not limited to one of the following:
 - 1. Basis of Design: EcoSpace™ traction elevators by KONE, Inc. (www.kone.com).
 - 2. Other acceptable machine room-less products: manufacturer with minimum 15 years experience in manufacturing, installing, and servicing elevators of the type required for the project.

2.02 EQUIPMENT: CONTROL COMPONENTS AND CONTROL SPACE

- A. Controller: Provide microcomputer based control system to perform all of the functions.
 - 1. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open.
 - 2. Controller shall be separated into two distinct halves; Motor Drive side and Control side. High voltage motor power conductors shall be routed and physically segregated from the rest of the controller.
 - 3. Provide a serial cardrack and main CPU board containing a non-erasable EPROM and operating system firmware.

- 4. Variable field parameters and adjustments shall be contained in a non-volatile memory module.
- B. Drive: Provide Variable Voltage Variable Frequency AC drive system to develop high starting torque with low starting current.
- C. Controller Location: Locate controller{s} in the front wall integrated with the top landing entrance frame, machine side of the elevator. A separate control space should not be required.

2.03 EQUIPMENT: HOISTWAY COMPONENTS

- A. Machine: AC gearless machine, with permanent magnet synchronous motor, direct current electro-mechanical disc brakes and integral traction drive sheave, mounted to the car guide rail at the top of the hoistway.
- B. Governor: Friction type over-speed governor rated for the duty of the elevator specified.
- C. Buffers, Car and Counterweight: [Polyurethane buffer].
- D. Hoistway Operating Devices:
 - 1. Emergency stop switch in the pit
 - 2. Terminal stopping switches.
 - 3. Emergency stop switch on the machine
- E. Positioning System: System consisting of magnets and proximity switches.
- F. Guide Rails and Attachments: Steel rails with brackets and fasteners.

2.04 EQUIPMENT: HOISTWAY ENTRANCES

- A. Hoistway Entrances
 - 1. Sills: extruded.
 - 2. Doors: Hollow metal construction with vertical internal channel reinforcements.
 - 3. Fire Rating: Entrance and doors shall be UL fire-rated for 1-1/2 hour.
 - 4. Entrance Finish: [Stainless Steel].
 - 5. Entrance Markings Jamb Plates: Provide standard entrance jamb tactile markings on both jambs, at all floors. Plate Mounting: Refer to manufacturer drawings.

2.05 EQUIPMENT: CAR COMPONENTS

- A. Car Frame: Provide car frame with adequate bracing to support the platform and car enclosure.
- B. Platform: Platform shall be all steel construction.
- C. Car Guides: Provide guide-shoes mounted to top and bottom of both car and counterweight frame. Each guide-shoe assembly shall be arranged to maintain constant contact on the rail surfaces. Provide retainers in areas with Seismic design requirements.

D. Steel Cab Finish: Brushed Stainless Steel.

1. Car Wall Panels: Stainless Steel on side and rear walls.
2. Car Front Finish: Stainless Steel (standard).
3. Car Door Finish: Stainless Steel (standard).
4. Ceiling: LF-1.
5. Handrail: 1.25" Round Stainless Steel
 - a. Finish: Stainless Steel (standard).; rails to be located on [back] of car enclosure.
6. Flooring: By others. (Not to exceed 2sqft and 1/2" finished depth.)
7. Threshold: Aluminum

E. Emergency Car Signals

1. Emergency Siren: Siren mounted on top of cab that is activated when the alarm button in the car operating panel is engaged. Siren shall have rated sound pressure level of 80 dB(A) at a distance of three feet from device. Siren shall respond with a delay of not more than one second after activation of alarm button.
2. Emergency Car Lighting: Provide emergency power unit employing a 12-volt sealed rechargeable battery and totally static circuits shall illuminate the elevator car and provide current to the alarm bell in the event of building power failure.
3. Emergency Exit Contact: An electrical contact shall be provided on the car-top exit.
4. Ventilation: [fan].

2.06 EQUIPMENT: SIGNAL DEVICES AND FIXTURES

A. Car Operating Panel: Provide car operating panel with all push buttons, key switches, and message indicators for elevator operation. Fixture finish to be: Stainless Steel (standard).

1. Signalization: KSS 570 Flush (Solid Snow White).
2. Flush mounted car operating panel shall contain a bank of round, mechanical, illuminated buttons marked to correspond to landings served, emergency call button, door open button, door close button, and key switches for lights, inspection, and exhaust fan. Buttons have [blue] illumination (halo). All buttons to have raised text and Braille marking on left hand side. The car operating display panel shall be [blue] DOT-matrix. All texts, when illuminated, shall be [blue].
3. Additional features of car operating panel shall include:
 - a. Car Position Indicator within operating panel [blue].
 - b. Elevator Data Plate marked with elevator capacity and car number on car top.
 - c. Help buttons with raised markings.
 - d. In car stop switch per local code.

- e. Firefighter's hat.
 - f. Firefighter's Phase II Key-switch.
 - g. Call Cancel Button.
 - h. Pre-programmed integrated ADA phone (complete description of krms features included as standard)
 - i. Help Button/Communicator. Activation of help button will initiate two-way communication between car and a location inside the building, switching over to alternate location if call is unanswered, where personnel are available to take the appropriate action. Visual indicators are provided for call initiation and call acknowledgement.
- B. Hall Fixtures: Wall mounted hall fixtures shall be provided with necessary push buttons and key switches for elevator operation. Wall mounted hall fixtures shall have a brushed stainless steel finish.
- 1. Hall fixtures shall feature round, mechanical, buttons in applied mount face frame. Hall fixtures shall correspond to options available from that landing. Buttons shall be in a vertically mounted fixture. Hall fixtures shall not be jamb-mounted. Hall lanterns shall feature [blue] illumination.
- C. Car Lantern and Chime: A directional lantern visible from the corridor shall be provided in the car entrance. When the car stops and the doors are opening, the lantern shall indicate the direction in which the car is to travel and a chime will sound. The chime will sound once for up and twice for down.

2.07 EQUIPMENT: ELEVATOR OPERATION AND CONTROLLER

- A. Elevator Operation
- 1. Simplex Collective Operation: Using a microprocessor-based controller, operation shall be automatic by means of the car and hall buttons. If all calls in the system have been answered, the car shall park at the last landing served.
 - 2. Zoned Car Parking.
 - 3. Relative System Response Dispatching.
- B. Standard Operating Features to include:
- 1. Full Collective Operation
 - 2. Fan and Light Control.
 - 3. Load Weighing Bypass.
 - 4. Ascending Car Uncontrolled Movement Protection
 - 5. Top of Car Inspection Station.
- C. Additional Operating Features to include:
- 1. Independent Service

2. Hoistway Access Bottom Landing
 3. Hoistway Access Top Landing
 4. Car Secure Access.
 5. Provision for Card Reader in Car (Card Reader provided and Installed by others)
 6. Provide provisions for coaxial cable for CCTV. CCTV by others.
 7. Intercom Provisions
 8. Emergency Battery Power Supply
 - a. When the main line power is lost for longer than 5 seconds the emergency battery power supply provides power automatically to the elevator controller. The elevator will rise or lower to the first available landing, open the doors, and shut down. The elevator will return to service upon the return of normal main line power. An auxiliary contact on the main line disconnect and shunt trip breaker (if used) will be provided by others.
- D. Elevator Control System for Inspections and Emergency
1. Provide devices within controller to run the elevator in inspection operation.
 2. Provide devices on car top to run the elevator in inspection operation.
 3. Provide within controller an emergency stop switch to disconnect power from the brake and prevents motor from running.
 4. Provide the means from the controller to mechanically lift and control the elevator brake to safely bring car to nearest available landing when power is interrupted.
 5. Provide the means from the controller to reset the governor over speed switch and also trip the governor.
 6. Provide the means from the controller to reset the emergency brake when set because of an unintended car movement or ascending car over speed.
 7. Provide the means for the control to reset elevator earthquake operation.

2.08 EQUIPMENT: DOOR OPERATOR AND CONTROL

- A. Door Operator: A closed loop permanent magnet VVVF high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. Electro-mechanical interlock shall be provided at each hoistway entrance to prevent operation of the elevator unless all doors are closed and locked. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed.
- B. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code. Emergency devices and keys for opening doors from the landing shall be provided as required by local code.
- C. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Doors shall close after a predetermined time interval or immediately upon

pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval.

- D. Door hangers and tracks shall be provided for each car and hoistway door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.
- E. Electronic Door Safety Device. The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Field measure and examine substrates, supports, and other conditions under which elevator work is to be performed.
- B. Do not proceed with work until unsatisfactory conditions are corrected.
- C. Prior to start of Work, verify hoistway is in accordance with shop drawings. Dimensional tolerance of hoistway from shop drawings: -0 inches +2 inches. Do not begin work of this section until dimensions are within tolerances.
- D. Prior to start of Work, verify projections greater than 2 inches (4 inches if ASME A17.1/CSA B44 2000 applies) must be beveled not less than 75 degrees from horizontal.
- E. Prior to start of Work, verify landings have been prepared for entrance sill installation. Traditional sill angle or concrete sill support shall not be required.
- F. Prior to start of Work, verify elevator pit has been constructed in accordance with requirements, is dry and reinforced to sustain vertical forces, as indicated in approved submittal. Verify that sumps or sump pumps located within pit will not interfere with installed elevator equipment.
- G. Prior to start of Work, verify control space has been constructed in accordance with requirements, with access coordinated with elevator shop drawings, including Sleeves and penetrations.
- H. Verify installation of GFCI protected 20-amp in pit and adjacent to each signal control cabinet in control space.

3.02 PREPARATION

- A. Coordinate installation of anchors, bearing plates, brackets and other related accessories.

3.03 INSTALLATION

- A. Install equipment, guides, controls, car and accessories in accordance with manufacturer installation methods and recommended practices.
- B. Properly locate guide rails and related supports at locations in accordance with manufacturer's recommendations and approved shop drawings. Anchor to building structure using isolation system to minimize transmission of vibration to structure.

- C. All hoistway frames shall be securely fastened to fixing angles mounted in the hoistway. Coordinate installation of sills and frames with other trades.
- D. Lubricate operating system components in accordance with manufacturer recommendations.
- E. Perform final adjustments, and necessary service prior to substantial completion.

3.04 CONSTRUCTION

- A. Interface with Other Work:
 - 1. Guide rail brackets attached to steel shall be installed prior to application of fireproofing.
 - 2. Coordinate construction of entrance walls with installation of door frames and sills. Maintain front wall opening until elevator equipment has been installed.
 - a. Ensure adequate support for entrance attachment points at all landings.
 - b. Coordinate wall openings for hall push buttons, signal fixtures and sleeves. Each elevator requires sleeves within the hoistway wall.
 - c. Coordinate emergency power transfer switch and power change pending signals as required for termination at the primary elevator signal control cabinet in each group.
 - d. Coordinate interface of elevators and fire alarm system.
 - e. Coordinate interface of dedicated telephone line.
 - f. Coordinate the installation of the non fused three phase permanent power disconnect in hoist way at top landing

3.05 TESTING AND INSPECTIONS

- A. Perform recommended and required testing in accordance with authority having jurisdiction.
- B. Obtain required permits and provide originals to Owner's Representative.

3.06 DEMONSTRATION

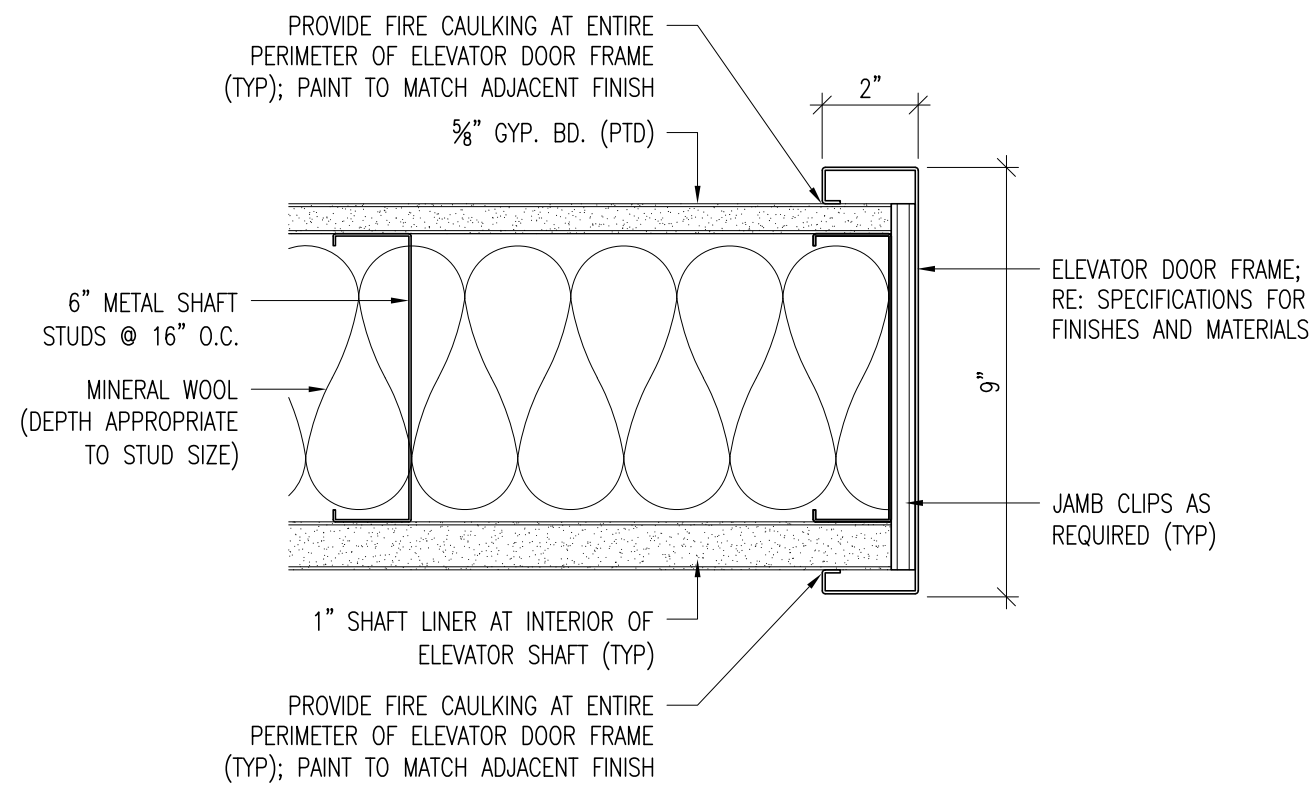
- A. Prior to substantial completion, instruct Owner's Representative on the proper function and required daily maintenance of elevators. Instruct personnel on emergency procedures.

END OF SECTION

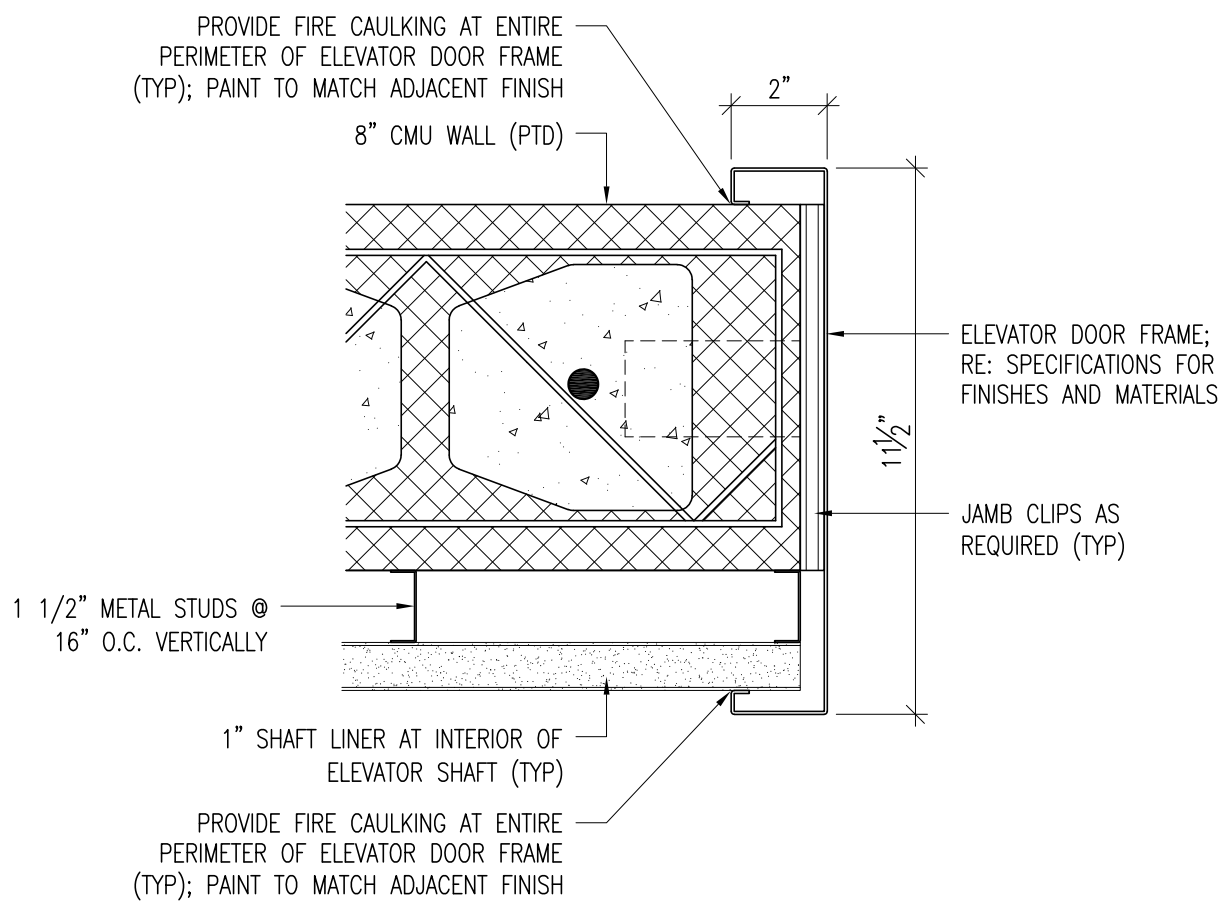
CONSTRUCTION COST
REDUCTION SET
JUNE 2019

Elevator Plan Note

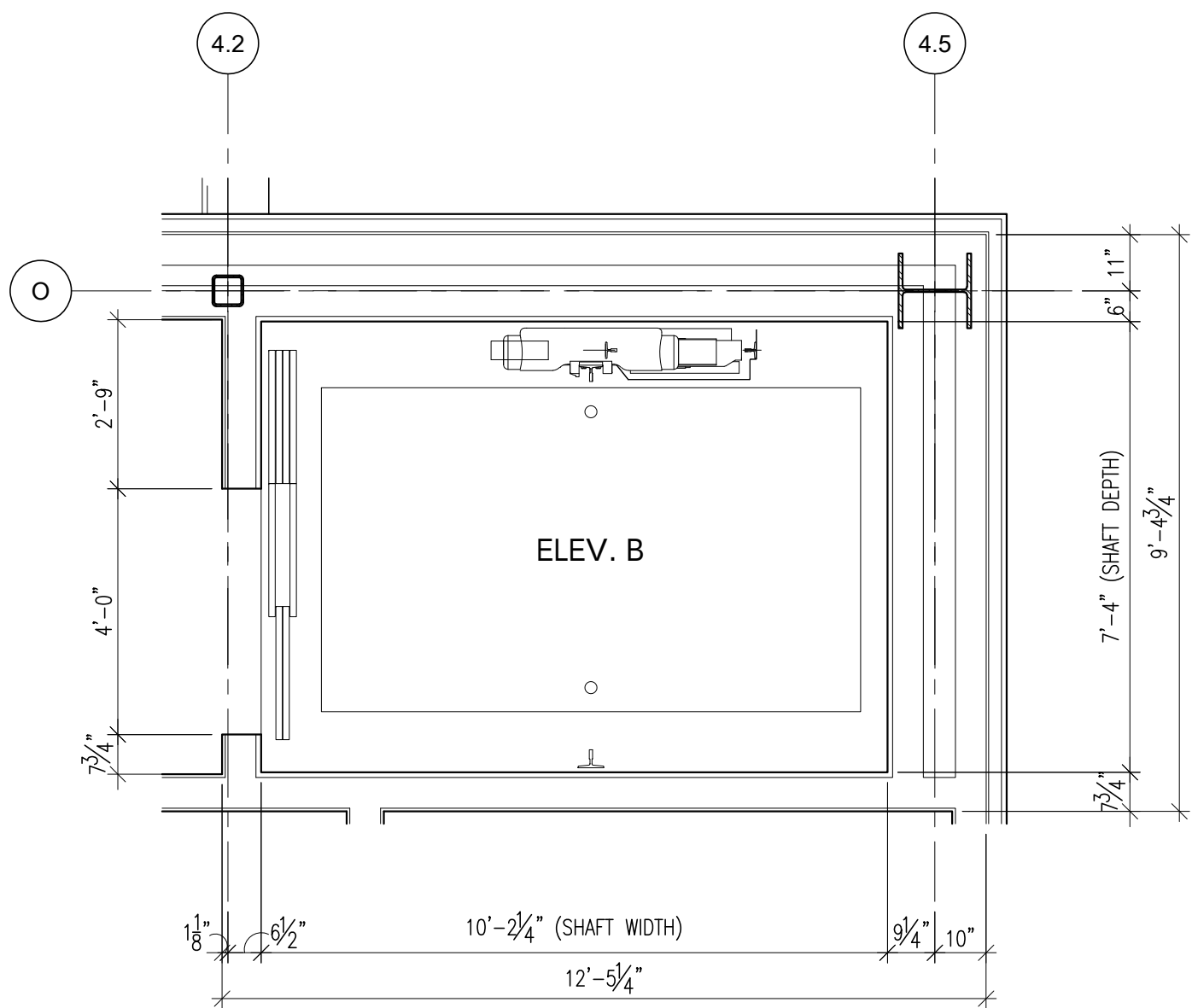
ELEVATOR PLAN AT THIRD FLOOR IS SIMILAR TO THE SECOND FLOOR PLAN SHOWN BELOW. SEE FULL BUILDING FLOOR PLANS FOR EACH LOCATION.



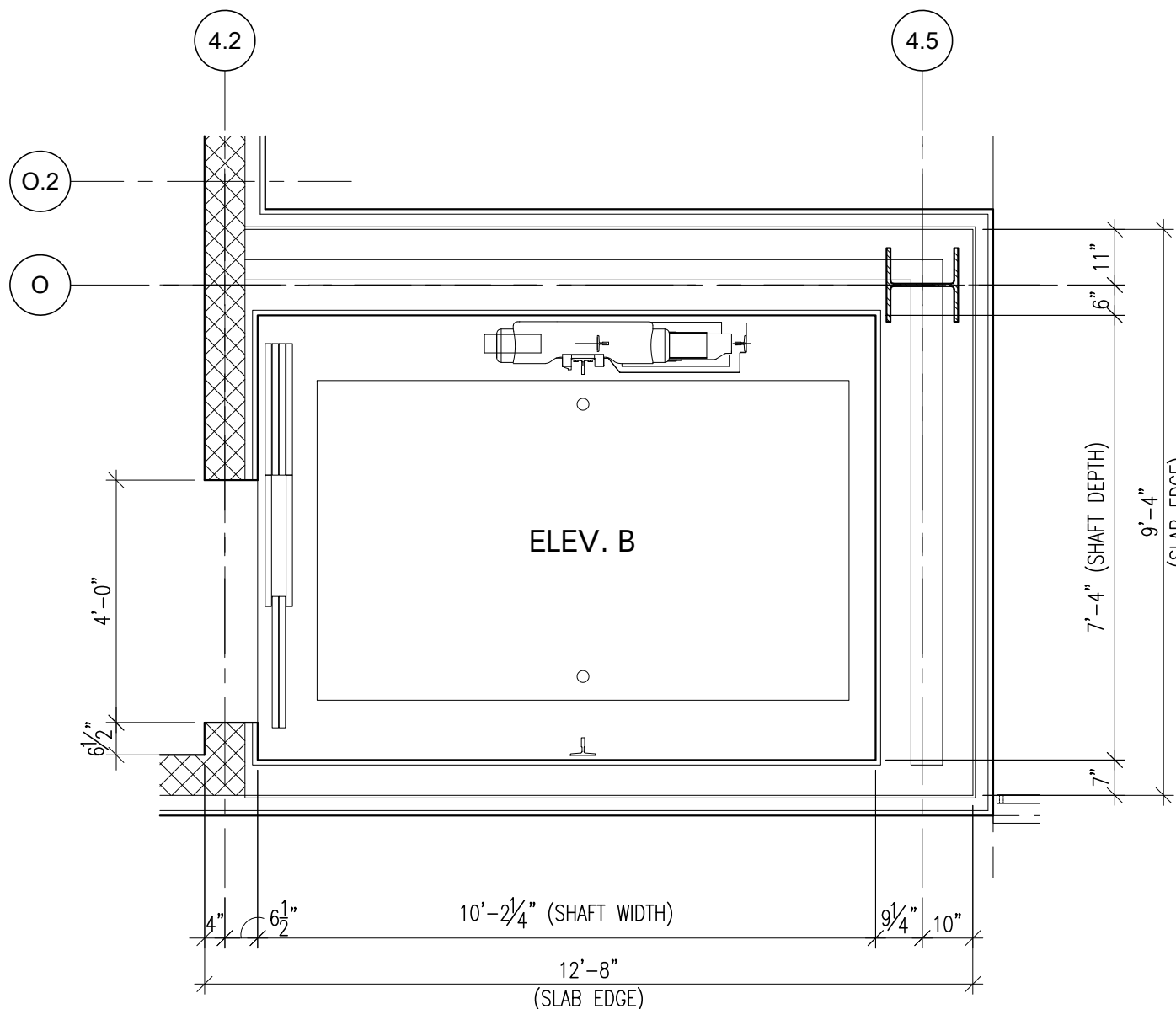
5 Jamb Detail
SCALE: 3" = 1'-0" @ SECOND & THIRD FLOORS



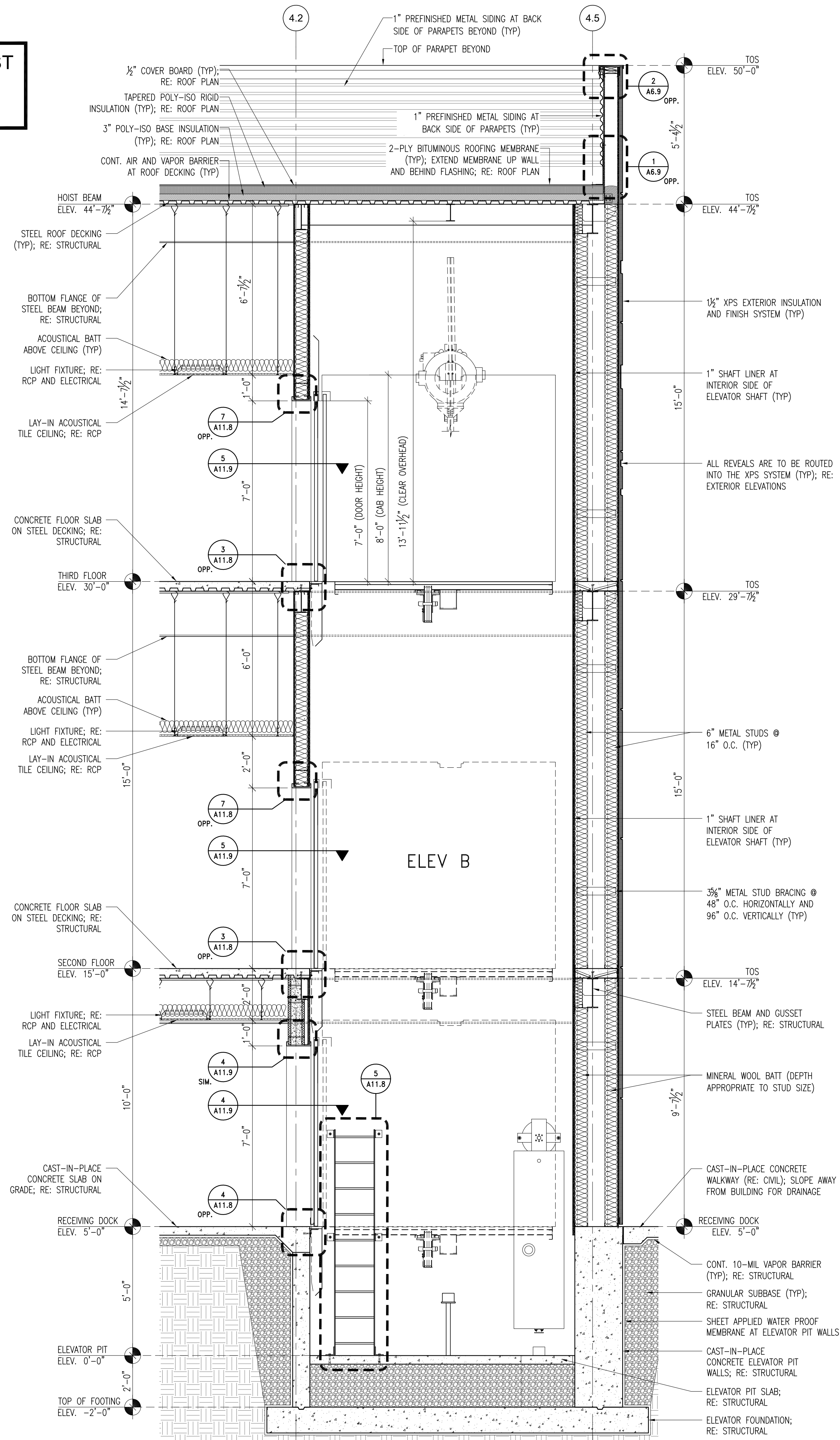
4 Jamb Detail
SCALE: 3" = 1'-0" @ FIRST FLOOR (HEAD SIM.)



3 Elevator "B" Plan @ Second Floor
SCALE: 3/8" = 1'-0"



2 Elevator "B" Plan @ First Floor
SCALE: 3/8" = 1'-0"



1 Elevator "B" Section
SCALE: 3/8" = 1'-0"



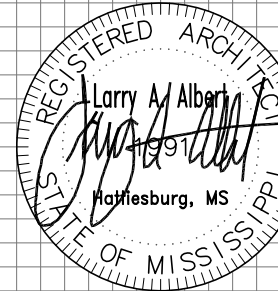
HATTIESBURG PUBLIC SAFETY COMPLEX
HATTIESBURG POLICE DEPARTMENT ■ HATTIESBURG FIRE DEPARTMENT
■ HATTIESBURG MUNICIPAL COURT

HPSC Police and Court Building

Drawing Issued:	
Date	Rev. Description
08-31-2015	DD Check Set
10-20-2015	75% Progress Set
11-02-2015	90% Pricing Set
12-30-2016	100% Bid Docs

June 2019 Con. Cost Red. Set

Drawn By: CR, CP, AS, RB
Checked By: CR, LA, CP
Client No: _____
Albert & Associates: 12575



A11.9

ELEVATOR "B"
PLANS & SECTION



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Darnelle Larremore

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 5, 2019

Re: Approve and Authorize publication of Request for Proposals for Enterprise Resource Planning Software and Services for the City of Hattiesburg.
File Number: 2019-289
Minute Book #

Summary

Approve and Authorize publication of Request for Proposals for Enterprise Resource Planning Software and Services for the City of Hattiesburg.

Recommendation Statement

I am recommending approval of Publication for Request for Proposals for Enterprise Resource Planning Software and Services for the City of Hattiesburg.

Please place this on the November 5, 2019 City Council meeting for consideration.

REQUEST FOR PROPOSALS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive proposals in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, December 5, 2019, in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401 all bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

ENTERPRISE RESOURCE PLANNING SOFTWARE AND SERVICES.

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and or best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 5th day of November, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Enterprise Resource Planning Software & Services Request for Proposal (RFP)



Issue Date: **November 5, 2019**

Issued By: City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

Inquiries: Sherry Gipson
Systems Analyst
601-545-4656
sbrown@hattiesburgms.com

Proposals Due: **December 5, 2019**
10:00 AM, Central Time

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Section 1 INTRODUCTION

You are invited to provide a written and electronic proposal to provide a comprehensive, fully integrated, public-sector Finance, Payroll/Human Resource, Utility Billing and Municipal Court Information System. This Request for Proposal (RFP) states the overall scope of products and services desired, specific software functionality, technology foundation as well as desired vendor qualifications. Before submitting a proposal, vendors shall examine the specifications to understand all existing conditions and limitations.

1.1 ANTICIPATED TIMELINE

Listed below are projected dates and times of actions related to this Request for Proposal (RFP). There may or may not be a formal notification issued for changes in the estimated dates and times.

SELECTION PROCESS	TIMEFRAME
RFP Issuance	November 5, 2019
Deadline for Questions	November 22, 2019
Vendor Proposals Due	December 5, 2019
Notification of Demonstration Dates	DATE OF NOTIFICATION
Demonstrations of Software	DEMO DATE RANGE

1.2 PROJECT GOALS AND BACKGROUND

The City of Hattiesburg is the county seat of Forrest County established in 1884, covers 54 square miles, and today is recognized as a premier city in the Gulf South. The city government serves approximately 46,876 residents with an operating budget of approximately \$75M, with more than 730 dedicated employees committed to the progress and development of Hattiesburg.

Hattiesburg is governed via a mayor-council system. The mayor, currently Toby Barker, is elected at large. The city council consists of five members who are each elected from one of five wards, known as single-member districts. The current city council consists of the members Nicholas Brown, Jeffrey George, Carter Carroll, Mary Dryden, and Deborah Delgado. Sharon Waits currently holds the position of Chief Financial Officer for the city. Lamar Rutland, a native of Hattiesburg and certified professional Civil Engineer, was appointed in 2014 as the city's Director of Engineering. The current Director of Urban Development is Pattie Brantley. The department currently employs 24 persons.

The vision is for Hattiesburg to become the premier city in the Gulf South. We strive for continued economic growth, education, health care, culture, entrepreneurship, tourism and especially customer service, we aim to be the best. We will consistently strive to be bold in our vision and meet and surpass a high standard of excellence in city services.

Hattiesburg possesses the talent, diversity, and work ethic to seize the many opportunities that exist for our city. We encourage you to come, find a place, and be part of its incredible renaissance and forward trajectory.

The City's Goals Include:

- Increase customer service levels and responsiveness
- Implement Best Practices through process review and re-design
- Increase citizen access to information and documentation
- Implement features that allow for greater staff efficiency and return on effort
- Decentralize business processes where appropriate
- Enter data once in a fully integrated solution to guard against clerical errors and data redundancy
- Select and implement a system that is intuitive and flexible to ensure high utilization
- Deliver a system on-time and within budget that will serve the City well for 10 or more years

1.3 RESPONSE INSTRUCTIONS

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Each proposal will be prepared on the form provided and be submitted in a sealed envelope bearing the title "Enterprise Resource Planning Software & Services." Five (5) printed copies of the proposal, and one electronic copy on CD must be provided. Each vendor shall be responsible for all costs incurred in order to prepare and submit their response to this RFP. To ensure a fair and objective evaluation of all proposals, vendors are required to submit all inquiries to the project contact noted on the cover of this RFP.

1.3.1 DELIVERY OF PROPOSALS

Delivery of Proposals: RFPs must be delivered by the date/time specified and to the place stipulated on the cover of this RFP. It is the sole responsibility of the vendor to see that their RFP is received in the proper time. Any proposal received after the proposal due date and time shall be eliminated from consideration.

1.3.2 PARTIAL RESPONSE

Partial Response: The Organization feels strongly that it is in their best interest to select a fully integrated suite of applications from one vendor. Vendors submitting partial responses may still complete the RFP as fully as possible. Please refer to Section 3 "Completion of Proposal Forms" for further instructions.

1.3.3 QUESTIONS AND COMMUNICATIONS

Questions and Communications: Vendors are hereby notified not to contact any member of the Evaluation Committee, or any member of the Organization staff and its' elected officials, except as provided herein regarding this proposal until a contract has been awarded. Questions concerning any portion of this RFP shall be directed in writing (e-mail encouraged) to the below-named individual who shall be the official point of contract for this RFP. All questions must be submitted before the Deadline for Questions, as stated in the *Anticipated Timeline* above. Failure to adhere to this policy will result in disqualification.

Sherry Gipson, Systems Analyst

(601) 545-4656

sbrown@hattiesburgms.com

Section 2 PROJECT SCOPE

A high-level outline of the expected system solution:

2.1 SOFTWARE

- General Ledger
- Budgeting
- Accounts Payable
- Project and Grant Accounting
- Fixed Assets
- CAFR
- Inventory
- Purchasing
- Bid Management
- Contract Management
- Cash Management/Bank Reconciliation
- General Billing
- Accounts Receivable
- Central Property
- Business License
- Payroll
- Human Resources/Talent Management
- Employee Expense Reimbursement
- Work Orders
- Utility Billing
- Content Management
- 311
- Citizen Transparency
- Parks and Recreation
- Municipal Court

2.2 SERVICES

- Project Management
- Software installation
- Data conversion
- Integration & interface development

- Training
- Ongoing support & maintenance services

2.3 DEMONSTRATIONS AND PRESENTATIONS

Vendors may be required to provide detailed demonstrations of proposed application software. Vendors may also be required to make presentations and/or provide written clarifications of their responses at the request of the municipality.

2.4 CONFIDENTIALITY

All information submitted as part of the vendor's proposal will be deemed confidential. Except as provided in the applicable public records law, there shall be no public disclosure of vendor's proposal submitted in response to this RFP, including but not limited to disclosure to a competing vendor.

2.5 ORGANIZATION DEMOGRAPHICS AND STATISTICS

The Organization currently uses INSERT VENDOR NAMES. The following shows an estimated summary of key transaction and operating volumes.

TRANSACTION AND OPERATING VOLUMES	CURRENT
ORGANIZATION	
City of Hattiesburg population	46,876
City of Hattiesburg FY18 operating budget	\$75,000,000
Total number of city employees	730
Total number of computer system users	XX
Number of concurrent financial system users	XX
Number of concurrent human resource system users	XX
Number of Other system users	XX
Number of Permitting users	XX
Number of Licensing users	XX
Number of Permitting/Licensing users require mobile access	XX
Desktop Hardware	Intel Pentium XX
Desktop Operating System	Windows
E-mail System	XXXX
Internet Browser	XX
GENERAL LEDGER	
Fiscal year starts	XXX
Number of funds	XX
Number of departments	XX
PROJECT / GRANT ACCOUNTING	
Number of project/grant accounts	XXX

TRANSACTION AND OPERATING VOLUMES	CURRENT
FIXED ASSETS	
Number of fixed assets	XXXX
Fixed asset tagging capitalization threshold	\$XXX
PURCHASING	
Number of regular purchase orders (monthly)	XX
Number of purchasing/AP vendors	XX
ACCOUNTS PAYABLE	
Number of accounts payable checks (monthly)	XX
Frequency of accounts payable check runs	weekly
ACCOUNTS RECEIVABLE & GENERAL BILLING	
Number of Accounts Receivable statements mailed (monthly)	XX
Number of transactions (monthly)	XX
HUMAN RESOURCES AND PAYROLL	
Number of full-time employees	XXX
Number of part-time employees	XXX
Payroll frequency	X
PERMITTING AND LICENSING Users	
Number of Permitting and Land Management users	XX
Number of Field Inspectors requiring Mobile Access	XX
Number of Business License users	XX
ENTERPRISE ASSET MAINTENANCE User	
Number of Asset Maintenance Users (Public Works, Facilities, Fleet, Work Orders)	XX
Number of users requiring GIS access	XX

Section 3 COMPLETION OF PROPOSAL FORMS

Vendors should submit all the information and documentation requested in **Section 5** (Vendor Proposal) of this RFP. Most subsections require a narrative description and then also have questions listed in a table format for ease of evaluation. All responses should be added to this document or submitted as a separated Word document with the subsections clearly identified.

3.1 SOFTWARE CAPABILITIES AND COST PROPOSAL

Software Capabilities and Cost Proposal should be submitted as attached spreadsheets. Vendors should also attach and submit the Bid Form and Responsibility of Bidder Form. Vendors are instructed to complete Software Capabilities by answering each question based on the software's current version for each requirement as described below:

Coding Key:

Y= YES	Indicates that the vendor's standard software meets and/or exceeds the requirement, and the stated functionality is in the current <u>General Release</u> of the software.
N = NOT PLANNED	Indicates that the vendor's software does not and cannot meet this requirement
C = CUSTOMIZATION	Indicates that a software modification is required to meet and/or exceed this requirement. If there is a cost associated with this modification, list the dollar amount in the cost column.
NR = NEXT RELEASE	Indicates the vendor will satisfy the requirement in a future release for no additional cost. Such future functionality must be in the <u>General Release</u> of the product within 12 months of contract date.
TP = 3RD PARTY PRODUCT	Indicates that the functional requirement can be met with a third party product. Please indicate the name of the third party product under the comments section and include all associated costs in the investment summary.

Please reference the Software Capabilities and Cost Proposal spreadsheets in the attached file.

3.2 PRICING ELIGIBILITY PERIOD

All Vendor proposals are required to be offered for a term not less than 180 calendar days in duration. A proposal may not be modified, withdrawn or canceled by the vendor during the 180 days following the time and date designated for the receipt of proposals. All prices are assumed to Best and Final.

3.3 EVALUATION & RESERVED RIGHTS

Evaluation of the proposals is expected to be completed within 60 days after bid closing. An evaluation team will evaluate proposals on a variety of quantitative and qualitative criteria. It is the Organization's intentions to procure the most functionally complete and cost-effective solution from a growing, viable, and financially stable company that will meet both current and future needs. The lowest price proposal will not necessarily be selected. The municipality may award based on initial proposals received, without discussion of such proposals. Selected vendors may be invited to make oral presentations or product demonstrations to the evaluation team. The Organization reserves the right to a) reject any or all proposals, or to make no award, b) require modifications to initial proposals or c) to make partial or multiple awards. The municipality further reserves the right to excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the municipality. Inability to score as one of the top three vendors (Initial Proposal Evaluation) will eliminate vendor from further consideration. Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal. Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the municipality, shall be utilized in the final award.

Section 4 EVALUATION CRITERIA

The City of Hattiesburg intends to enter into a long-term relationship with a well-established vendor whose products, features, design philosophy, and support policies come closest to meeting the City's needs. The selected vendor must be a well-established, financially stable firm committed to providing ERP software solutions to the public sector. The ideal vendor will have a significant installed base of public sector clients using the proposed financial management applications and a proven track record of delivering products and services on-time and within budget. The Vendor evaluation process will utilize the following approach:

4.1 INITIAL PROPOSAL EVALUATION

Initial Proposal Evaluation: The initial evaluation will be based strictly on the vendor's proposal response and be performed before any formal demonstrations, reference checking, and/or site visits. The vendors with the highest score (no more than three) will proceed through to additional evaluation.

4.2 FINALISTS EVALUATION

Finalists Evaluation: Further evaluation associated with the finalist vendors will be performed as follows:

- Conduct scripted vendor demonstrations
- Evaluate implementation and support approach
- Perform reference checks
- Conduct site visits at the discretion of the selection committee

Based on the proposal response, product demonstrations, and reference checks, the finalist vendors will be evaluated against the following criteria:

CRITERIA	WEIGHT
CORPORATE STRENGTH, VIABILITY, AND DIRECTION	15
- Financial stability	
- Organizational structure	
- New client growth	
- Length of time company has been in business	
- Length of time product has been in the marketplace	
- Commitment to public sector	
- Quality of References	
- Qualifications of Resources	
- Comparable size of installations	
- Quality and clarity of proposal presentation	
- Conformance with the proposal response format	
- Strategic vision and ability to execute	
APPLICATION FUNCTIONALITY	25
- Module Functional Requirements	

CRITERIA	WEIGHT
- General System Functions	
- Level of system complexity	
- Ability to positively impact operations through enhanced ROI and ROE	
- Reporting	
- Security	
- Overall ease of use (i.e., system navigation, menu/screen, organization, etc.)	
- Ease of customization and configuration	
- Product direction	
TECHNICAL INFRASTRUCTURE, ARCHITECTURE AND DESIGN PRINCIPLES	15
- Current, open, technology	
- Multiple Client configuration options.	
- Configuration management	
- Stability of product	
- Ease of integration with other 3rd party products	
- User Centric Design	
- Extent of native data/systems integration (excludes use of 3rd party products)	
- Ease of migration	
- Compatibility with existing infrastructure	
- Overall support complexity (effort, skill-sets)	
- System reliability	
- Operating system and database support services	
- System performance	
IMPLEMENTATION & SUPPORT SERVICES	25
- Strategic Relationships	
- Ability to provide timely mandated changes as part of support	
- On-going support procedures (prioritization, escalation)	
- Implementation approach (including amount and type of support)	
- Data migration approach	
- Vendor staffing provided on the project	
- Completeness of work plan	
- Vendor staff for support and development	
- Ownership of problems (scope of problem-solving responsibility)	
- Delivery of training (comprehensiveness, quality)	

CRITERIA	WEIGHT
- Additional Services such as Change Management and Business Process Redesign.	
- Overall satisfaction with Vendor solution (support, success, training, flexibility, functionality, future direction, etc.)	
- Project Management approach	
COSTS	20
- Initial	
- Five year	
- Annual release/upgrades	
- Optional or third-party products	
TOTAL SCORE:	100

Section 5 VENDOR PROPOSAL INSTRUCTIONS

Please include the following in your proposal:

PROPOSAL SUMMARY FORM

Name of Company	
Software Brand Name Proposed	
Name of Primary Contact for Follow-Up Questions	
Contact Phone Number	
Fax Number	
E-mail Address	

TRANSMITTAL LETTER (TWO PAGE LIMIT)

Please acknowledge that you have received, read, and understand all aspects of the RFP and any addendum that may have been released in conjunction with the RFP. Please provide contact information of those that are authorized to participate in contract negotiations on behalf of your company.

SOLUTION SUMMARY (TWO PAGE LIMIT)

(Section 1)

Please describe your solution and how it addresses the stated goals of the project. This should be limited to how your proposed solution will directly benefit the Organization and your unique value that you add. Please avoid the use of boilerplate product information.

CORPORATE OVERVIEW (TWO PAGE LIMIT)

(Section 2)

Vendors must provide information about their company so that the Organization can evaluate the Vendor's stability and ability to support the commitments outlined in response to the RFP. The Organization, at its option, may require the Vendor to provide additional documentation to support and/or clarify requested information. The Vendor should outline the company's background, including a brief description (e.g., history, present status, future plans, company size, etc.). The Vendor should also submit (attach) an Annual Report or audited financial information for the past two (2) completed fiscal years, which includes income statements, balance sheets, and statement of cash flows.

QUESTION	RESPONSE
1. Please state the year the Vendor started in the business of selling public sector ERP system solutions?	
2. How many new public sector ERP contracts do you average annually?	
3. Please list and briefly describe any strategic partnerships you have.	
4. Please list total revenues in the previous four years:	
2018	
2017	

QUESTION	RESPONSE
2016	
2015	
5. How many total employees does the vendor have in each of the following categories:	
Sales & Marketing	
Research & Development	
Help Desk & Support Staff	
Application Development Staff	
Implementation Staff	
Other	
Total	
6. Specify the number of public sector vs. private sector clients.	
7. Indicate whether the business is publicly held or private.	
8. What percentage of revenues does this offered system represent to your company verses other products/ services?	
9. Indicate if the company incurred an annual operating loss in the last five years.	
10. What is the current staff turnover rate for your company?	
11. What is the vendor's percentage of annual revenues reinvested into research & development?	

APPLICATIONS SOFTWARE

(Section 3)

The Vendor is required to provide a general description of the application program product and how it will meet the requirements of this RFP. Describe opportunities for making local customizations or development of interfaces without compromising the integrity of the base system. Also included in this description the following: content management capabilities, GIS integration and capabilities, and web-based e-Gov solutions (including what is available for employee access, citizens' access, and credit card processing).

QUESTION	RESPONSE
1. What are the vendors proposed custom report writer, and does the vendor provide a library of customizable reports? What report services does the vendor offer?	
2. Please describe your application workflow capabilities.	
3. Is the system fully integrated across all modules	

QUESTION	RESPONSE
proposed so data is only entered once and can be searched on throughout the system? If so, please explain how this is accomplished.	
4. Does the system provide role based security?	
5. Is the system integrated with Microsoft Word, Excel, Exchange, and Share Point? If so, to what extent?	
6. Are all of the software modules quoted owned and developed by your company? If not, please list the modules, 3 rd party owners or developers and describe their relationship with your company.	

HARDWARE, OPERATING SYSTEM AND PROGRAMMING

(Section 4)

The Vendor is required to provide the following information. Please include the minimum requirements for the computer hardware environments in which the proposed software will run (server & workstation). This should include the supported operating system(s) and database system(s) as well.

QUESTION	RESPONSE
1. What hardware platform(s) does the vendor proposed application software currently operate on?	
2. Does the vendor support more than one server operating system? If so, please list products and versions.	
3. Is the proposed application developed with a formal usability testing environment? Please provide details as to how usability is taken into consideration and the credentials the vendor's staff in terms of usability.	
4. Explain how your system architecture allows for future growth and scalability.	
5. Is the application available in a Cloud or SaaS model?	
6. Does the system support industry-standard virtualization platforms? If so, which ones?	

IMPLEMENTATION SERVICES

(Section 5)

QUESTION	RESPONSE
1. Please describe the vendor's implementation methodology.	
2. Does the vendor utilize 3 rd party resources or	

QUESTION	RESPONSE
contractors in their implementations?	
3. How many PMP certified Project Managers does the vendor currently have on staff?	
4. How many new client Implementations (live on all modules) did the vendor perform in each of the past three years.	
5. What level of guarantee does the vendor offer to insure the quality of implementation services delivered?	

Please describe your approach and define your deliverables for the following implementation services. It is expected that your proposal includes these services at a minimum.

1. Project Scope Agreement
2. Project Assumptions
3. Personnel Assumptions
4. Technical Support Assumptions
5. Operational & Knowledge Transfer
6. General Project Activities and Deliverables
7. Data Conversion Process Steps and Activities
8. Change Management Approach
9. Communication Plan
10. Quality Management and Testing
11. Project Risk Management
12. Schedule Management
13. Resource Management
14. Education Plan
15. Sample Implementation Plan

ON-GOING SUPPORT AND MAINTENANCE

(Section 6)

The Vendor must specify the nature, costs, and conditions of any post-implementation support options including:

1. On-site support
2. Telephone support
3. Operating system and database support
4. Release Assistance
5. Availability of user groups
6. Escalation options and procedures

Identify the party or business unit that is responsible for the support options provided above. Additionally, it is requested that the Vendor submit their Help Desk “prioritization” of support calls and their call “escalation procedures.”

QUESTION	RESPONSE
1. Does the vendor agree to waive the first year of application maintenance fees?	
2. Does the vendor have a toll-free support line?	
3. Does the vendor have regional and national User Groups?	
4. Does the vendor have an Annual User Conference?	
5. Please list the locations of support staff that will be utilized by the Organization	
6. What are the support hours of operation?	
7. Does the vendor assign one individual to take ownership of any support issues the Organization may have?	
8. Will the vendor provide unlimited telephone support as part of their annual support agreement?	
9. Does the vendor provide and maintain a searchable knowledgebase of product support materials made available to its client base?	
10. Does the vendor provide a customer only web site complete with documentation, software downloads, and eLearning tools?	
11. Does the vendor provide an electronic forum for clients to communicate with each other and exchange information?	

SOFTWARE RELEASES & DISTRIBUTION

(Section 7)

Provide information on how server and client-side software releases are received, processed, and distributed to either the server and/or client environment. Describe the delivery method of future releases that may include product enhancements, the frequency of releases, and if an accumulative patch process is an option. Also, describe how updates are incorporated with local custom modifications such that custom modifications will not be lost when a new release of the software is applied. The Organization expects to receive maintenance, as well as functional and technological enhancements as part of their Annual Support Agreement.

QUESTION	RESPONSE
1. Will, the vendor, make available all periodic releases to the software at no additional license or support fee charge, beyond the annual support fee?	
2. Does the vendor offer a service to install and	

QUESTION	RESPONSE
certify all releases for the Organization in a separate test environment?	

AVAILABILITY & RECOVERY**(Section 8)**

Availability and recovery in the event of failure is an extremely important part of this software solution. Please describe options for clustering and load balancing. Please describe any disaster recovery service options you may offer.

SOFTWARE CAPABILITIES (SPREADSHEET ATTACHED)**(Section 9)**

Please reference **Section 3.1** (Completion of Proposal Forms) for specific instructions.

VENDOR REFERENCE INFORMATION**(Section 10)**

Provide five (5) recent clients references of similar size and requirements. These clients must be live on all modules of the software for a minimum of one year. Please include the following for each reference:

REFERENCES	
Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Software Modules Purchased:	
Annual Budget:	
Population:	

REFERENCES	
Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Software Modules Purchased:	
Annual Budget:	
Population:	

REFERENCES	
Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Software Modules Purchased:	
Annual Budget:	
Population:	

REFERENCES	
Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Software Modules Purchased:	
Annual Budget:	
Population:	

REFERENCES	
Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Software Modules Purchased:	
Annual Budget:	
Population:	

COST PROPOSAL (SPREADSHEET ATTACHED)**(Section 11)**

Costs for the Vendor's proposed solution should be submitted as outlined in this RFP. Costs should include the complete costs for the proposed solution. Use additional pages as needed to provide additional cost detail.

The following costs must be included in your response:

- Application software license fees
- Data conversion costs
- Modification costs if denoted to satisfy a requirement
- Implementation, Training & Consulting Services costs
- Annual software maintenance cost for five years
- Estimated Travel Costs
- 3rd Party Software
- System Software
- Hardware (if required)

No additional charges, other than those listed on the price breakdown sheets, shall be made. All shipping and insurance costs to and from the site shall be included in this proposal. All payments to shipping agents and for insurance fees shall be made directly by the Vendor. Vendor shall be responsible for all arrangements for the shipment of equipment/software to the Organization's prepared site. Specific payment terms will be negotiated as part of the final contract. It is expected that certain payments will be made upon delivery of the software with additional payments made based on specific project milestones. The Organization may during the implementation period or thereafter require modifications, interfaces, conversion, or other services from Vendor. The vendor agrees to provide a written Change Order describing the work to be performed and estimating the costs, including expenses, for the Organization's approval before any work is initiated by the Vendor. The vendor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the Organization.

PROPOSAL SIGNATURE FORM**(Section 12)**

The undersigned, as proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment, therefore, the amount specified below.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

Firm Name: _____

Date: _____

Address: _____

Telephone: _____

Signature: _____

(Person executing response & official capacity)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Angie Sanford, IT Manager

cc:

Date: Tuesday, November 5, 2019

Re: Approve the purchase of 10 additional Workforce Manager SAAS licenses from Kronos for a cost of \$130.00 per month.
File Number: 2019-255
Minute Book #

Summary

Approve the purchase of 10 additional Workforce Manager SAAS licenses from Kronos for a cost of \$130.00 per month.

Recommendation Statement

I recommend the purchase for the additional licenses.

Please place this on the November 5, 2019 City Council meeting for consideration.



Quote#: Q-33896
Expires: 10/25/2019
Sales Executive: Jason Coppi

ORDER FORM

Order Type: Amendment
Date: 10/15/2019

Bill To Contact: Brenda F Childress

Bill To: CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG, MS 39401 USA

Ship To Contact: Brenda F Childress

Ship To: CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG, MS 39401 USA

Ship to Phone: (601) 545-4570
Contact: Brenda Childress
Email: clouds-services-licensing@kronos.com

Currency: USD
Customer PO Number:
Solution ID: 6110151
Term: Co-Term
Billing Start Date: Upon Signature of Order Form
Data Center Location: USA

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Term: Net 45 Days

Order Notes:

This order is subject to the terms and conditions of that certain Project Number 42973 Software as a Service Agreement Between Kronos Incorporated and Mississippi Department of Information Technology Services as Contracting Agent for the City of Hattiesburg dated 9/29/16. Notwithstanding anything to the contrary outlined in the Agreement, Exhibit A shall be augmented by the products and services listed herein and such products and services are hereby incorporated by reference. The parties hereby agree that the total amount payable under the Agreement set forth in Provision 8.1 of Article 8 is hereby amended and increased by the value of this order.

SaaS Services

Billing Frequency: Monthly in Arrears

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE MANAGER V8 SAAS	10	USD 13.00	USD 130.00

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE MOBILE MANAGER V8 SAAS	10	USD 0.00	USD 0.00
Total			USD 130.00

Quote Summary

	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 130.00

CITY OF HATTIESBURG**Kronos Incorporated**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, November 5, 2019
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2019-266
Minute Book #

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approval of Requisition No. 2019-266, Approve the sale of grave spaces.

Please place this on the November 5, 2019 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 16, 2019

The following represents the grave spaces sold on October 16, 2019.

Cynthia Jones

(2) Spaces \$350.00

Southwest Quarter (SW ¼)

Lot 21, Section 22, Highland Cemetery

Lucy Harris

(1) Space \$ 45.00 (Debit Card)

Baby Space # 51

Lot 1, Section 3, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 16, 2019

The following represents the grave spaces sold on October 16, 2019.

Martini Thomas, Jr

(1) Space \$ 175.00

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 137, Section 22, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 24, 2019

The following represents the grave spaces sold on October 24, 2019.

Betsy Harris

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 137, Section 25, Highland Cemetery

115 Chapel Rd!
Apt #4
Petal, MS
39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-14 2019

SOLD TO:

Mr. Mrs. Miss

Cynthia Jones

ADDRESS

805 Hardy Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 21 Section No. 22 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-15 2019

SOLD TO:

Mr. Mrs. Miss

Lucy Harris

ADDRESS

1810 Country Club Apt #102 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby space #51 1/2 1/4 Lot No. 1 Section No. 3 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

45.00

Price Received \$

45.00

credit card

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-11-19 20 19

SOLD TO:

Mr. Mrs. Miss Martin, Thomas Jr

ADDRESS 218 Old Airport Rd Hattiesburg, MS

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NW 1/4 Lot No. 137 Section No. 22 in Hickory Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

credit card

CITY OF HATTIESBURG, MISSISSIPPI

By Anthony Butler
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-22 2019

SOLD TO:

Mr. Mrs. Miss

Betsy Harris

ADDRESS

213 Parkside Dr. Hattiesburg, MS 39404

Desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 137 Section No. 25 in Hickland Cemetery

Number of grave spaces

1

Price per grave space \$ 175.00

Price Received \$

175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Clay Buler

Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Cynthia Jones, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 21 Section Number 22

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day November, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of November, 2019

My Commission Expires:

NOTARY PUBLIC

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Lucy Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #51

Lot Number: 1 **Section Number:** 3
according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland
Cemetery, and containing .
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of November, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR**

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of November, 2019

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Martini Thomas, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northwest Quarter (NW¼)

Lot 137

Section 22

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of November, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of November 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Betsy Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 137

Section 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of November, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of November 2019.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 5, 2019

Re: Approve claims docket for the period ending October 31, 2019.
File Number: 2019-258
Minute Book #

Summary

Approve claims docket for the period ending October 31, 2019.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2019 City Council meeting for consideration.

00001 AUTO ARMATURE SERVICE IN 18845	00193972 19000441 BATTERY U#19930 POLICE	10/31/19	273779	129.95-
00001 AUTO ARMATURE SERVICE IN 18907	00194206 19000573 BATTERY U#21306 POLICE	10/31/19	273779	160.95-

AUTO ARMATURE SERVICE IN				
Sum				290.90-
00001 AUTO ZONE	0139188960 00194118 19000625 HAND TOOLS P/W SHOP	10/31/19	273780	93.89-

AUTO ZONE				
Sum				93.89-
00001 AUTOMOTIVE GLASS SPECIAL I233395	00194131 19000598 WINDSHIELD REPR U#20846	10/31/19	273781	50.00-

AUTOMOTIVE GLASS SPECIAL				
Sum				50.00-
00001 BILL'S PLUMBING CO	30359 00193175 19000642 DIAGNOSTIC FEES FIRE DEPT	10/31/19	273783	80.00-

BILL'S PLUMBING CO				
Sum				80.00-
00001 BLOSSMAN GAS INC	8124415 00194162 19000556 PROPANE P/F ACADEMY TANK	10/31/19	273784	1,050.12-

BLOSSMAN GAS INC				
Sum				1,050.12-
00001 BRACKMAN MOWER WAREHOUSE 49915	00193702 19000414 LAWNMOWER REPR PTS HEALTH	10/31/19	273786	350.00-
00001 BRACKMAN MOWER WAREHOUSE 49940	00193702 19000417 CREDIT RETURN INV#49915	10/31/19	273786	350.00
00001 BRACKMAN MOWER WAREHOUSE 50071	00193992 19000606 MOWER HARNESS HEALTH DIV	10/31/19	273786	259.48-

BRACKMAN MOWER WAREHOUSE				
Sum				259.48-
00001 C SPIRE (MEGAGATE) 1472823	00193930 19000392 NETWORK/INTERNET INFO TECH	10/31/19	273791	1,308.49-
00001 C SPIRE (MEGAGATE) 1469791	00193930 19000393 NETWORK/INTERNET INFO TECH	10/31/19	273791	15,602.28-

C SPIRE (MEGAGATE)				
Sum				16,910.77-
00001 CANON FINANCIAL SERVICES 20665275	00193979 19000434 COPIER/USAGE 10/19 PURCHASING	10/31/19	273792	185.34-

CANON FINANCIAL SERVICES				
Sum				185.34-
00001 CARQUEST AUTO PARTS STOR 14758-131473	00193817 19000410 REPR PTS U#15084 STREET	10/31/19	273794	39.68-
00001 CARQUEST AUTO PARTS STOR 14758-131631	00193943 19000427 REPR PTS U#11496 CONSTR	10/31/19	273794	158.40-
00001 CARQUEST AUTO PARTS STOR 14758-131636	00193944 19000500 REPR PTS U#11970 SANIT	10/31/19	273794	95.65-
00001 CARQUEST AUTO PARTS STOR 14758-131888	00194106 19000538 REPR PTS U#11037 STREET	10/31/19	273794	196.56-
00001 CARQUEST AUTO PARTS STOR 14758-131798	00194029 19000546 REPR PTS U#11970 SANIT	10/31/19	273794	114.33-
00001 CARQUEST AUTO PARTS STOR 14758-132023	00194185 19000617 REPR PTS MAYOR'S VEHICLE	10/31/19	273794	24.63-

CARQUEST AUTO PARTS STOR				
Sum				629.25-
00001 CARR, CHRIS (TRAINING AC POSTAGE REIM	00194099 19000521 POSTAGE-RETURN TURN OUT GEAR	10/31/19	273795	42.26-

CARR, CHRIS (TRAINING AC				
Sum				42.26-

00001 CENTRAL PIPE SUPPLY INC	S100196329.0	00193837	19000498	PERMA PATCH SUPP PUBLIC WORKS	10/31/19	273797	1,700.00-

CENTRAL PIPE SUPPLY INC							
Sum							1,700.00-
00001 CERTIFIED LABORATORIES	3727873	00193954	19000601	WEED KILLER DITCHES/ROW HLTH	10/31/19	273798	4,922.50-

CERTIFIED LABORATORIES							
Sum							4,922.50-
00001 CHEM-AQUA	3719489	00194033	19000471	COOLING TOWER MAINT 10/15-25	10/31/19	273799	583.33-

CHEM-AQUA							
Sum							583.33-
00001 CHRISTOPHER PLUMBING SER	PO#194009 10	00194009	19000478	COMMODE SEAT REPR POL SUBSTA	10/31/19	273800	149.78-

CHRISTOPHER PLUMBING SER							
Sum							149.78-
00001 CINTAS CORPORATION #J66	4032361812	00193893	19000403	UNIFORMS 10/14 CONSTR	10/31/19	273805	74.29-
00001 CINTAS CORPORATION #J66	4032916256	00193970	19000448	UNIFORMS 10/21 PUBLIC WORKS	10/31/19	273805	150.60-
00001 CINTAS CORPORATION #J66	4032916388	00193970	19000449	UNIFORMS 10/21 PUBLIC WORKS	10/31/19	273805	87.86-
00001 CINTAS CORPORATION #J66	4032915980	00193970	19000450	UNIFORMS 10/21 PUBLIC WORKS	10/31/19	273805	72.23-
00001 CINTAS CORPORATION #J66	4032916108	00193970	19000451	UNIFORMS 10/21 PUBLIC WORKS	10/31/19	273805	25.66-
00001 CINTAS CORPORATION #J66	4032916366	00193970	19000452	UNIFORMS 10/21 PUBLIC WORKS	10/31/19	273805	45.83-
00001 CINTAS CORPORATION #J66	4032916293	00193970	19000453	UNIFORMS 10/21 PUBLIC WORKS	10/31/19	273805	35.92-
00001 CINTAS CORPORATION #J66	4032916422	00193970	19000454	UNIFORMS 10/21 PUBLIC WORKS	10/31/19	273805	23.25-
00001 CINTAS CORPORATION #J66	4032916393	00194026	19000496	UNIFORMS 10/22 TRAFFIC	10/31/19	273805	32.27-
00001 CINTAS CORPORATION #J66	4032916446	00194026	19000497	MOP/MAT 10/22 TRAFFIC	10/31/19	273805	7.90-
00001 CINTAS CORPORATION #J66	4032916338	00194004	19000501	UNIFORMS 10/21 SANIT	10/31/19	273805	134.15-
00001 CINTAS CORPORATION #J66	4032916187	00194117	19000524	UNIFORMS 10/21 CONSTR	10/31/19	273805	74.29-
00001 CINTAS CORPORATION #J66	4033451061	00194181	19000581	UNIFORMS 10/28 PUBLIC WORKS	10/31/19	273805	125.60-
00001 CINTAS CORPORATION #J66	4033451312	00194181	19000582	UNIFORMS 10/28 PUBLIC WORKS	10/31/19	273805	108.74-
00001 CINTAS CORPORATION #J66	4033450869	00194181	19000583	UNIFORMS 10/28 PUBLIC WORKS	10/31/19	273805	72.23-
00001 CINTAS CORPORATION #J66	4033451169	00194181	19000584	UNIFORMS 10/28 PUBLIC WORKS	10/31/19	273805	45.83-
00001 CINTAS CORPORATION #J66	4033450920	00194181	19000585	UNIFORMS 10/28 PUBLIC WORKS	10/31/19	273805	25.66-
00001 CINTAS CORPORATION #J66	4033451262	00194181	19000586	UNIFORMS 10/28 PUBLIC WORKS	10/31/19	273805	23.25-
00001 CINTAS CORPORATION #J66	4033451137	00194191	19000587	UNIFORMS 10/28 P/W SHOP	10/31/19	273805	43.72-
00001 CINTAS CORPORATION #J66	4033450976	00194191	19000588	UNIFORMS 10/28 CONSTR	10/31/19	273805	74.29-
00001 CINTAS CORPORATION #J66	4033451178	00194213	19000627	UNIFORMS 10/28 SANIT	10/31/19	273805	141.15-
00001 CINTAS CORPORATION #J66	4031881796	00194224	19000633	UNIFORMS 10/07 CEM/FORESTRY	10/31/19	273805	59.50-
00001 CINTAS CORPORATION #J66	4032363984	00194224	19000634	UNIFORMS 10/14 CEM/FORESTRY	10/31/19	273805	65.45-
00001 CINTAS CORPORATION #J66	4032918585	00194224	19000635	UNIFORMS 10/21 CEM/FORESTRY	10/31/19	273805	65.45-
00001 CINTAS CORPORATION #J66	4033453728	00194224	19000636	UNIFORMS 10/28 CEM/FORESTRY	10/31/19	273805	65.45-
00001 CINTAS CORPORATION #J66	40314881786	00194224	19000637	MOP/MAT 10/07 CEM/FORESTRY	10/31/19	273805	15.70-
00001 CINTAS CORPORATION #J66	4032363895	00194224	19000638	MOP/MAT 10/14 CEM/FORESTRY	10/31/19	273805	15.70-
00001 CINTAS CORPORATION #J66	4032918489	00194224	19000639	MOP/MAT 10/21 CEM/FORESTRY	10/31/19	273805	15.70-
00001 CINTAS CORPORATION #J66	4033453696	00194224	19000640	MOP/MAT 10/28 CEM/FORESTRY	10/31/19	273805	15.70-

CINTAS CORPORATION #J66							
Sum							1,743.37-
00001 CITY OF HATTIESBURG FUND	TRF 2ND 10/1	00202049	19000461	TRF 2ND 10/19 PAYROLL	10/22/19	113944	1,175,808.79-

CITY OF HATTIESBURG FUND							
Sum							1,175,808.79-

00001 CLEMTS HARDWARE	124182	00193765 19000428 RAKES SANIT & M.A.D.D.	10/31/19	273806	213.90-

CLEMTS HARDWARE					
Sum					213.90-
00001 COMCAST CABLEVISION OF H 839641073089	00194218 19000620	CABLE 10/15-11/14 CITY HALL	10/31/19	273808	134.28-
00001 COMCAST CABLEVISION OF H 839641073089	00194209 19000624	CABLE 10/20-11/19 PUB WORKS	10/31/19	273809	84.49-

COMCAST CABLEVISION OF H					
Sum					218.77-
00001 COURT PROGRAMS INC	2795930	00194143 19000552 DRUG TESTING 9/19 COURT	10/31/19	273813	45.00-

COURT PROGRAMS INC					
Sum					45.00-
00001 CRAIN TRACTOR & EQUIPMEN CP71710	00192748 19000528	REPR PTS U#20205 HEALTH	10/31/19	273815	82.86-

CRAIN TRACTOR & EQUIPMEN					
Sum					82.86-
00001 DELGADO, DEBORAH DENARD TRAVEL REIMB	00193949 19000420	EXPNS CULTURAL HERITAGE CONF	10/31/19	273817	469.76-

DELGADO, DEBORAH DENARD					
Sum					469.76-
00001 DOLEAC ELECTRIC CO INC GEN91329	00194105 19000523	GENERATOR MAINTENANCE 2019	10/31/19	273821	57,550.00-

DOLEAC ELECTRIC CO INC					
Sum					57,550.00-
00001 EATON, ALVIN K (PETTY CA 10/19	00202043 19000462	PETTY CASH FOR NEW F/Y	10/23/19	113945	2,000.00-

EATON, ALVIN K (PETTY CA					
Sum					2,000.00-
00001 ECONOMY SUPPLY CO	022296	00194085 19000483 STORAGE RACK BLDG MATLS FIRE	10/31/19	273824	141.78-
00001 ECONOMY SUPPLY CO	017961	00191998 19000529 CONCRETE MIX HILND CEMETERY	10/31/19	273824	165.90-
00001 ECONOMY SUPPLY CO	021643	00194167 19000599 BLDG MATLS PERKINS OFFICE	10/31/19	273824	370.46-
00001 ECONOMY SUPPLY CO	022270	00194000 19000605 LOCKS/KEYS NEW SERVICE CENTER	10/31/19	273824	345.60-
00001 ECONOMY SUPPLY CO	022325	00194084 19000608 QUIKCRETE NEW DEV HILND CEM	10/31/19	273824	165.90-

ECONOMY SUPPLY CO					
Sum					1,189.64-
00001 ELKINS WHOLESALE INC	396686-00	00193881 19000469 JANIT SUPP CITY HALL	10/31/19	273826	331.59-

ELKINS WHOLESALE INC					
Sum					331.59-
00001 EMERGENCY EQUIPMENT PROF 446255	00193952 19000425	DIAGNOSTIC FEE U#20919 FIRE	10/31/19	273828	272.55-
00001 EMERGENCY EQUIPMENT PROF 446305	00194002 19000484	SCBA REPR PTS FIRE DEPT	10/31/19	273828	287.97-
00001 EMERGENCY EQUIPMENT PROF 446305	00194002 19000485	SCBA REPRS FIRE DEPT	10/31/19	273828	95.00-

EMERGENCY EQUIPMENT PROF					
Sum					655.52-

00001	EMPIRE TRUCK SALES (H'BU	CE006157817:	00193613	19000380	REPR PTS U#20091	SANIT	10/31/19	273829	11.02-
00001	EMPIRE TRUCK SALES (H'BU	CE006157520:	00193663	19000381	REPR PTS U#20072	SANIT	10/31/19	273829	35.22-
00001	EMPIRE TRUCK SALES (H'BU	CE006157753:	00193808	19000411	REPR PTS	SANIT UNITS	10/31/19	273829	1,998.48-
00001	EMPIRE TRUCK SALES (H'BU	RE006031260	00194061	19000600	REPRS U#1948	SANIT	10/31/19	273829	1,272.79-

EMPIRE TRUCK SALES (H'BU									
Sum									
00001	EQUIPMENT INC	165502895	00193568	19000602	REPR PTS U#15856	CEM BOBCAT	10/31/19	273830	3,317.51-

EQUIPMENT INC									
Sum									
00001	EXELL WATER AND COFFEE,	854807	00194216	19000616	COFFEE SERV	MAYOR'S OFFICE	10/31/19	273832	1,624.20-

EXELL WATER AND COFFEE,									
Sum									
00001	FASTENAL COMPANY	MSHAT221831	00193974	19000578	GLOVES FOR	MAKE A DIFF DAY	10/31/19	273833	80.18-

FASTENAL COMPANY									
Sum									
00001	FORREST CTY SUPERVISORS	JAIL 2/19 EX	00194074	19000491	JAIL 2/19	EXPENSES	10/31/19	273834	585.60-
00001	FORREST CTY SUPERVISORS	JAIL 3/19 EX	00194074	19000492	JAIL 3/19	EXPENSES/MEDICAL	10/31/19	273834	57,875.93-
00001	FORREST CTY SUPERVISORS	JAIL 4/19 EX	00194074	19000493	JAIL 4/19	EXPENSES/MEDICAL	10/31/19	273834	46,068.56-

FORREST CTY SUPERVISORS									
Sum									
00001	FUELMAN OF MS	BG127044 NP5	00194111	19000519	FUEL CHGS 11/7-13/19	POLICE	10/31/19	273835	154,751.32-

FUELMAN OF MS									
Sum									
00001	FV RECYCLING	2019-5207	00194023	19000505	RECYCLE FEES 10/19	SANIT	10/31/19	273836	22.93-
00001	FV RECYCLING	2019-5235	00194023	19000506	RECYCLE FEES 10/19	SANIT	10/31/19	273836	87.75-
00001	FV RECYCLING	2019-5255	00194023	19000507	RECYCLE FEES 10/19	SANIT	10/31/19	273836	66.50-
00001	FV RECYCLING	2019-5294	00194023	19000508	RECYCLE FEES 10/19	SANIT	10/31/19	273836	125.50-
00001	FV RECYCLING	2019-5361	00194023	19000509	RECYCLE FEES 10/19	SANIT	10/31/19	273836	66.00-
00001	FV RECYCLING	2017-5382	00194217	19000629	RECYCLE FEES 10/19	SANIT	10/31/19	273836	9.00-
00001	FV RECYCLING	2019-5383	00194217	19000630	RECYCLE FEES 10/19	SANIT	10/31/19	273836	56.50-
00001	FV RECYCLING	2019-5427	00194217	19000631	RECYCLE FEES 10/19	SANIT	10/31/19	273836	84.75-
00001	FV RECYCLING	2019-5428	00194217	19000632	RECYCLE FEES 10/19	SANIT	10/31/19	273836	86.50-

FV RECYCLING									
Sum									
00001	GILLILANDS ELECTRONICS S	70044	00192671	19000394	REPLACE CAMERA	TRAIN DEPOT	10/31/19	273840	67.25-
00001	GILLILANDS ELECTRONICS S	70316	00193906	19000400	REBOOT PHONE LINES	POLICE DEP	10/31/19	273840	649.75-
00001	GILLILANDS ELECTRONICS S	70054	00194016	19000477	ALARM 8/19-8/20	SERVICE CNTR	10/31/19	273840	195.00-
00001	GILLILANDS ELECTRONICS S	70341	00193658	19000479	ALARM 10/19-10/20	SERVICE CTR	10/31/19	273840	85.00-
00001	GILLILANDS ELECTRONICS S	70340	00194037	19000481	SPLIT ALARM SYSTEM		10/31/19	273840	840.00-
00001	GILLILANDS ELECTRONICS S	70144	00194148	19000555	PHONE RENT 10/19	POLICE DEPT	10/31/19	273840	1,320.00-
00001	GILLILANDS ELECTRONICS S	70479	00194139	19000563	MOVE PHONES	SANIT OFFICE	10/31/19	273840	270.00-
00001	GILLILANDS ELECTRONICS S	70434	00194203	19000570	MNTHLY PHONE RENT	MUN COURT	10/31/19	273840	884.99-

GILLILANDS ELECTRONICS S									
Sum									
3,961.98-									

00001	GLADDEN LAW OFFICE PLLC	02330	00194173	19000554	SRVS PLANN/ZONE/CODE ISSUES	10/31/19	273841	1,954.50-

GLADDEN LAW OFFICE PLLC								
Sum								
00001	GLOBAL SECURITY COMPANY	1547	00202057	19000589	SECURITY DET DKT 10/31/19	10/31/19	273843	1,954.50-
00001	GLOBAL SECURITY COMPANY	11327	00202057	19000590	SECURITY DET DKT 10/31/19	10/31/19	273843	115.50-

GLOBAL SECURITY COMPANY								
Sum								
00001	GREATER PINEBELT COMMUNI	HUB AWARDS S	00194193	19000572	HUB AWARDS SPONSOR 11/12/19	10/31/19	273846	240.62-

GREATER PINEBELT COMMUNI								
Sum								
00001	GULF GUARANTY EMPLOYEE B	190624100151	00194017	19000490	INMATE MED BILLS 5/25-6/24/19	10/31/19	273849	1,200.00-
00001	GULF GUARANTY EMPLOYEE B	191024093615	00194109	19000522	INMATE MED BILLS 9/24-10/23	10/31/19	273849	21,030.39-

GULF GUARANTY EMPLOYEE B								
Sum								
00001	H'BURG CIVIC LIGHT OPERA	SPONSORSHIP	00194164	19000549	SPONSORSHIP	10/25/19	113986	25,483.87-

H'BURG CIVIC LIGHT OPERA								
Sum								
00001	H'BURG HIGH SCHL ATH BOO	AD: SPONSORS	00194165	19000551	AD: SPONSORSHIP	10/25/19	113987	10,000.00-

H'BURG HIGH SCHL ATH BOO								
Sum								
00001	HATTIESBURG ALUMNI CHAP	DAMAGE DEP R	00202058	19000594	DAMAGE DEPOSIT REFUND	10/31/19	273852	20,000.00-

HATTIESBURG ALUMNI CHAP								
Sum								
00001	HATTIESBURG HYDRAULICS I	81094	00193479	19000382	REPR PTS U#15893 SANIT	10/31/19	273854	300.00-
00001	HATTIESBURG HYDRAULICS I	80788	00193127	19000402	REPR PTS U#20093 STREET	10/31/19	273854	246.83-
00001	HATTIESBURG HYDRAULICS I	80048	00192113	19000404	REPR PTS U#2007 SANIT	10/31/19	273854	103.17-

HATTIESBURG HYDRAULICS I								
Sum								
00001	HATTIESBURG PUBLIC SCHOO	HALL OF FAME	00193932	19000421	SPONSOR 2019 HALL OF FAME	10/31/19	273856	289.13-

HATTIESBURG PUBLIC SCHOO								
Sum								
00001	HAVARD PEST CONTROL INC	1517115	00202055	19000610	QTRLY SRV POL SUBSTA DEPOT	10/31/19	273857	1,500.00-
00001	HAVARD PEST CONTROL INC	1517141	00202055	19000611	QTRLY SRV FIRE ADM OFFICE	10/31/19	273857	40.00-
00001	HAVARD PEST CONTROL INC	1517126	00202055	19000612	QTRLY SRV POL PAVLN LKVV	10/31/19	273857	48.00-
00001	HAVARD PEST CONTROL INC	1517144	00202055	19000613	QTRLY SRV EMP MED CENTER	10/31/19	273857	50.00-
00001	HAVARD PEST CONTROL INC	1517135	00202055	19000614	QTRLY SRV ENGR OFFICES	10/31/19	273857	48.00-
00001	HAVARD PEST CONTROL INC	1517153	00202055	19000615	QTRLY SRV SOUTH HILL CEM	10/31/19	273857	55.00-

HAVARD PEST CONTROL INC								
Sum								
301.00-								

00001 HUB CITY SPOKES	94879	00194045 19000463 CITY WIDE ADS AND NOTICES	10/31/19	273862	132.36-
00001 HUB CITY SPOKES	94883	00194045 19000464 CITY WIDE ADS AND NOTICES	10/31/19	273862	75.36-
00001 HUB CITY SPOKES	94878	00194045 19000465 CITY WIDE ADS AND NOTICES	10/31/19	273862	62.40-
00001 HUB CITY SPOKES	94880	00194045 19000466 CITY WIDE ADS AND NOTICES	10/31/19	273862	47.64-
00001 HUB CITY SPOKES	94881	00194045 19000467 CITY WIDE ADS AND NOTICES	10/31/19	273862	21.48-
00001 HUB CITY SPOKES	94882	00194047 19000468 CITY WIDE ADS AND NOTICES	10/31/19	273862	141.72-

HUB CITY SPOKES					
Sum					480.96-
00001 INDOFF INC	3303953	00193975 19000579 SAFETY VESTS MAKE A DIFF DAY	10/31/19	273864	958.00-

INDOFF INC					
Sum					958.00-
00001 INTERFACE SECURITY SYSTE	19535618	00194022 19000511 SECURITY 11/19 HILND CEMETERY	10/31/19	273865	34.34-
00001 INTERFACE SECURITY SYSTE	19541521	00194022 19000512 SECURITY 11/19 SOUTH HILL CEM	10/31/19	273865	31.15-
00001 INTERFACE SECURITY SYSTE	19545104	00194166 19000562 SECURITY 11/19 YTH ART MUSEUM	10/31/19	273865	46.99-

INTERFACE SECURITY SYSTE					
Sum					112.48-
00001 IRBY, STUART C CO	S011585630.0	00193534 19000499 ELEC SUPP SERVICE CNTR LIGHTS	10/31/19	273866	195.85-
00001 IRBY, STUART C CO	S011606434.0	00193934 19000603 REPR PTS NEW SERVICE CENTER	10/31/19	273866	24.00-
00001 IRBY, STUART C CO	S011608503.0	00193913 19000607 CABLE TIES CONSTR/ELECTRICIAN	10/31/19	273866	70.00-
00001 IRBY, STUART C CO	S011595754.0	00193643 19000626 CHRISTMAS LIGHTS CONSTR DEPT	10/31/19	273866	322.25-

IRBY, STUART C CO					
Sum					612.10-
00001 JOHNNIE WRIGHT RADIATOR	81597	00194003 19000486 RADIATOR REPR U#18098 FIRE	10/31/19	273873	187.25-

JOHNNIE WRIGHT RADIATOR					
Sum					187.25-
00001 JONES & BARTLETT PUBLISH	4170555	00193778 19000575 TRAINING BOOKS P/F ACADEMY	10/31/19	273875	2,899.10-

JONES & BARTLETT PUBLISH					
Sum					2,899.10-
00001 KONE INC (MONTGOMERY KON	959374258	00194032 19000472 MAINT 10/1-12/31/19 CITY HALL	10/31/19	273878	1,254.39-

KONE INC (MONTGOMERY KON					
Sum					1,254.39-
00001 LARD OIL COMPANY	1003031-IN	00193779 19000429 MOTOR OIL CEMETERY SHOP	10/31/19	273882	852.43-

LARD OIL COMPANY					
Sum					852.43-
00001 LARRY'S WRECKER SERVICE	6663	00193875 19000385 TOWING U#11970 SANIT	10/31/19	273883	65.00-
00001 LARRY'S WRECKER SERVICE	6755	00194136 19000520 TOWING U#19349 & U#17579	10/31/19	273883	110.00-

LARRY'S WRECKER SERVICE					
Sum					175.00-
00001 LEARFIELD IMG COLLEGE	489922	00193938 19000618 2019-2020 USM SPONSORSHIP	10/31/19	273884	32,400.00-

LEARFIELD IMG COLLEGE					
Sum					32,400.00-

00001 LEXISNEXIS MATTHEW BENDE	13286862	00193896 19000390 MS CODE 2019 SUPPLEMENTS	10/31/19	273886	528.36-
00001 LEXISNEXIS MATTHEW BENDE	14207133	00194172 19000553 2019 MS CODE COURT RULES	10/31/19	273886	62.43-

LEXISNEXIS MATTHEW BENDE					
Sum					590.79-
00001 LIGHTSEY & ASSOCIATES	7450 HIGHWAY	00193960 19000457 DEPOSITION/PREP TIME	10/31/19	273887	300.00-

LIGHTSEY & ASSOCIATES					
Sum					300.00-
00001 LINEBARGER GOGGAN BLAIR	8/30/2019	00202054 19000513 POLICE FINES COLL.FEE	10/31/19	273888	401.80-

LINEBARGER GOGGAN BLAIR					
Sum					401.80-
00001 LOCAL GOVERNMENT SERVICE	1817	00193897 19000395 LEGAL SERVS	10/31/19	273889	694.00-

LOCAL GOVERNMENT SERVICE					
Sum					694.00-
00001 MAPLES GAS COMPANY	160609	00194189 19000595 GAS/DIESEL P/W FUEL STATION	10/31/19	273894	15,830.51-

MAPLES GAS COMPANY					
Sum					15,830.51-
00001 MCELHANEY PLUMBING INC	281381-382	00193950 19000535 PLUMB SUPP NEW SERVICE CENTER	10/31/19	273897	243.33-
00001 MCELHANEY PLUMBING INC	281003	00193723 19000539 REPR PTS U#20503 STREET	10/31/19	273897	5.95-
00001 MCELHANEY PLUMBING INC	281407	00193950 19000541 REPR PTS NEW SERVICE CENTER	10/31/19	273897	50.69-
00001 MCELHANEY PLUMBING INC	281406	00193950 19000542 CREDIT	10/31/19	273897	143.41
00001 MCELHANEY PLUMBING INC	281376	00193942 19000543 COMPRESSOR REPR PTS P/W SHOP	10/31/19	273897	22.25-

MCELHANEY PLUMBING INC					
Sum					178.81-
00001 MEDICAL ANALYSIS-GHV	10446	00193976 19000438 MNTHLY FEES 10/19 EMP CLINIC	10/31/19	273899	32,075.85-

MEDICAL ANALYSIS-GHV					
Sum					32,075.85-
00001 METRIX SOLUTIONS	M44435	00190434 19000423 VEEAM RNWL 8/19-8/20	10/31/19	273900	1,980.00-

METRIX SOLUTIONS					
Sum					1,980.00-
00001 MS MUSIC INC	1211406	00193993 19000445 SOUND SYSTEM 911 MEMORIAL	10/31/19	273903	335.00-

MS MUSIC INC					
Sum					335.00-
00001 MS POWER COMPANY	10/19 GENERA	00020202 19000569 MNTHLY ELEC-GENERAL	10/31/19	273904	124,652.07-

MS POWER COMPANY					
Sum					124,652.07-
00001 MS TURF	311204	00193941 19000459 GRASS SOD FOR CEMETERIES	10/31/19	273905	230.00-

MS TURF					
Sum					230.00-

00001 MSP ENTERPRISES, LLC	101619	00194046 19000487	LOT CLEARING 10/19 LAND CODE	10/31/19	273906	1,936.30-
00001 MSP ENTERPRISES, LLC	102119	00194053 19000488	PROPERTY CLEANUP 10/19 LDC	10/31/19	273906	2,277.50-
00001 MSP ENTERPRISES, LLC	102419	00194141 19000557	DEMO WORK 16 LONGINO RD	10/31/19	273906	4,100.20-
00001 MSP ENTERPRISES, LLC	102319	00194142 19000558	DEMO WORK 707 LAFAYETTE AVE	10/31/19	273906	19,174.20-

MSP ENTERPRISES, LLC						
Sum						27,488.20-
00001 N A A C P		STATE CONF A 00193985 19000432	STATE CONF AD 11/7-9/19	10/31/19	273907	500.00-

N A A C P						
Sum						500.00-
00001 NEIGHBORHOODS USA (NUSA)		MBRSHP T JOR 00193910 19000391	MBRSHP JORDAN NBRHD COORD	10/31/19	273909	100.00-

NEIGHBORHOODS USA (NUSA)						
Sum						100.00-
00001 NEWELL PAPER COMPANY	4067262	00193880 19000470	JANIT SUPP CITY HALL	10/31/19	273911	249.45-
00001 NEWELL PAPER COMPANY	4067298	00193968 19000559	PAPER TOWELS ENGR DEPT	10/31/19	273911	105.82-
00001 NEWELL PAPER COMPANY	4067481	00193995 19000576	OFFICE SUPP TRAFFIC DEPT	10/31/19	273911	150.24-
00001 NEWELL PAPER COMPANY	4067569	00193890 19000577	VARI OPER SUPP CONSTR DEPT	10/31/19	273911	158.00-

NEWELL PAPER COMPANY						
Sum						663.51-
00001 OFFICE DEPOT INC	2351410062	00193948 19000580	OFFICE SUPP CEMETERY	10/31/19	273914	196.13-

OFFICE DEPOT INC						
Sum						196.13-
00001 OFFICE PRODUCTS PLUS	880538-0	00193736 19000455	COPY PAPER/OFFICE SUPP ENGR	10/31/19	273915	372.56-
00001 OFFICE PRODUCTS PLUS	880538-1	00193736 19000456	COPY PAPER/OFFICE SUPP ENGR	10/31/19	273915	517.76-
00001 OFFICE PRODUCTS PLUS	881052-0	00193918 19000596	FURNITURE SUPP MUN COURT	10/31/19	273915	437.31-
00001 OFFICE PRODUCTS PLUS	881052-1	00193918 19000597	AIR PURIFIERS MUN COURT	10/31/19	273915	618.70-

OFFICE PRODUCTS PLUS						
Sum						1,946.33-
00001 PEARL RIVER VALLEY EPA (10/19 GENERA		00020202 19000567	MNTHLY 10/19 PUBLIC SERVICES	10/31/19	273919	118.75-

PEARL RIVER VALLEY EPA (						
Sum						118.75-
00001 PINE BELT CDJR, INC (MCM 52259		00194039 19000536	REPR PTS POLICE STOCK	10/31/19	273924	271.20-

PINE BELT CDJR, INC (MCM						
Sum						271.20-
00001 PINE BELT OIL COMPANY IN 10680771		00193965 19000532	GAS FOR P/W FUEL STATION	10/31/19	273925	11,314.07-
00001 PINE BELT OIL COMPANY IN 10696741		00193965 19000533	DIESEL FOR P/W FUEL STATION	10/31/19	273925	6,441.56-
00001 PINE BELT OIL COMPANY IN 10716771		00193785 19000540	GAS/DIESEL PUMPS EMER REPRS	10/31/19	273925	10,748.68-

PINE BELT OIL COMPANY IN						
Sum						28,504.31-

00001 PITNEY BOWES	1014096020	00193502 19000439 MAIL MACHINE INK CITY HALL	10/31/19	273928	530.38-
00001 PITNEY BOWES	1013437687	00194215 19000621 TRIP FEES MOVE MAIL MACHINE	10/31/19	273928	350.00-

PITNEY BOWES					
Sum					880.38-
00001 POLK-PAYTON, GAY ATTORNE INVOICE #8		00193915 19000387 JUDGE PROTEM 8/23-9/27/19	10/31/19	273931	1,875.00-

POLK-PAYTON, GAY ATTORNE					
Sum					1,875.00-
00001 PROTECTION AGENCY & SECU 1048		00202060 19000591 SECURITY DET DKT 10/31/19	10/31/19	273934	190.00-
00001 PROTECTION AGENCY & SECU 1049		00202060 19000592 SECURITY DET DKT 10/31/19	10/31/19	273934	57.00-

PROTECTION AGENCY & SECU					
Sum					247.00-
00001 PUCKETT RENTS	731637	00193840 19000386 REPR PTS U#18337 CEMETERY	10/31/19	273935	134.40-
00001 PUCKETT RENTS	731940-0001	00193878 19000534 BLDG MATLS TRAIN DEPOT	10/31/19	273935	930.99-

PUCKETT RENTS					
Sum					1,065.39-
00001 RICOH CORP	5057650996	00193931 19000388 PROD PRINTER CHGS VARI DEPTS	10/31/19	273938	315.77-
00001 RICOH CORP	32521799	00193958 19000435 COPIER 10/15-11/14 HUMAN RES	10/31/19	273938	221.67-
00001 RICOH CORP	32520187	00194051 19000489 COPIER 11/19 LAND CODE	10/31/19	273938	110.00-

RICOH CORP					
Sum					647.44-
00001 RJ YOUNG COMPANY	INV3330723	00194050 19000474 GIS PLOTTER 9/17-10/16 MPO	10/31/19	273939	138.04-
00001 RJ YOUNG COMPANY	INV3329033	00194054 19000475 COPIER 9/16-10/15 MPO DIV	10/31/19	273939	174.00-
00001 RJ YOUNG COMPANY	INV3321957	00194069 19000482 COPIER 9/10-10/09 P/F ACDMY	10/31/19	273939	198.00-
00001 RJ YOUNG COMPANY	INV3345297	00194205 19000571 COPIER 9/24-10/23/19 COURT	10/31/19	273939	168.00-
00001 RJ YOUNG COMPANY	INV3343490	00194196 19000574 COPIER 9/28-10/27 DETECTIVES	10/31/19	273939	492.00-

RJ YOUNG COMPANY					
Sum					1,170.04-
00001 ROSE'S QUIK STOP	PO#193856 10	00193856 19000379 LUNCHES FIRE TESTING PROCTORS	10/31/19	273944	79.91-
00001 ROSE'S QUIK STOP	PO#193892	00193892 19000407 LUNCHES FIRE TESTING PROCTORS	10/31/19	273944	61.74-

ROSE'S QUIK STOP					
Sum					141.65-
00001 SANSOM EQUIPMENT CO	59011	00191359 19000412 REPR PTS U#20069 SANIT	10/31/19	273946	4,895.39-
00001 SANSOM EQUIPMENT CO	60093	00193772 19000413 REPR PTS U#20089 SANIT	10/31/19	273946	50.56-
00001 SANSOM EQUIPMENT CO	59032	00191359 19000416 CREDIT RETURN PO#191215 SANIT	10/31/19	273946	239.68

SANSOM EQUIPMENT CO					
Sum					4,706.27-
00001 SHERWIN-WILLIAMS COMPANY 2474-4		00193683 19000446 PAINT SUPP TRAFFIC DEPT	10/31/19	273952	80.59-
00001 SHERWIN-WILLIAMS COMPANY 2659-0		00193683 19000447 PAINT SUPP TRAFFIC DEPT	10/31/19	273952	253.74-

SHERWIN-WILLIAMS COMPANY					
Sum					334.33-

00001 SHOOK, AUDIE (REFUND)	DAMAGE DEP R 00202058 19000593	DAMAGE DEPOSIT REFUND	10/31/19	273953	500.00-

SHOOK, AUDIE (REFUND)					
Sum					500.00-
00001 SMITH, ANTOINETTE L	HATTIES-03 1 00193889 19000396	EMP SECURITY TAX BOND RNWL	10/31/19	273954	1,081.00-

SMITH, ANTOINETTE L					
Sum					1,081.00-
00001 SMITH, JIM SERVICES	90038 00194075 19000480	CK COOLING SYS EVIDENCE ROOM	10/31/19	273956	272.78-

SMITH, JIM SERVICES					
Sum					272.78-
00001 SOLAR SUPPLY INC	3421932 00193619 19000444	A/C REPR SUPP P/F ACADEMY	10/31/19	273957	481.36-

SOLAR SUPPLY INC					
Sum					481.36-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 9/28 00202051 19000514	POLICE FINES COLL.FEE	10/31/19	273959	1,571.20-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 9/29- 00202052 19000515	POLICE FINES COLL.FEE	10/31/19	273959	20.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 9/28 00202053 19000516	POLICE FINES COLL.FEE	10/31/19	273959	29.54-

SOUTHERN FINANCIAL SYSTE					
Sum					1,620.74-
00001 SOUTHERN PINE ELECTRIC P	10/19 GENERA 00020202 19000566	MNTHLY 10/19 PUBLIC SERVICES	10/31/19	273960	81.53-

SOUTHERN PINE ELECTRIC P					
Sum					81.53-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 1 00193888 19000397	NEW 601 E PINE ST FLOOD INS	10/31/19	273963	1,005.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 1 00193886 19000398	NOTARY BOND YOUNG 8/19-8/23	10/31/19	273963	80.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 1 00193886 19000399	NOTARY BOND LARREMORE 19-23	10/31/19	273963	80.00-

SOUTHGROUP (HATTIESBURG					
Sum					1,165.00-
00001 SPEEDY PRINTING & SIGNS	27158 00193628 19000408	STREET MARKERS TRAFFIC DEPT	10/31/19	273965	376.00-
00001 SPEEDY PRINTING & SIGNS	27231 00194006 19000547	TRUCK DECALS FOR SIDE LOADERS	10/31/19	273965	400.00-

SPEEDY PRINTING & SIGNS					
Sum					776.00-
00001 SPIRE ENERGY	10/19 GENERA 00020202 19000568	MNTHLY GAS-GENERAL	10/31/19	273966	160.76-

SPIRE ENERGY					
Sum					160.76-
00001 STANDARD OFFICE SUPPLY C	08064 00193973 19000545	SAFETY VESTS MAKE A DIFF DAY	10/31/19	273968	954.00-
00001 STANDARD OFFICE SUPPLY C	08161 00194124 19000619	COPY PAPER PURCHASING DEPT	10/31/19	273968	380.00-

STANDARD OFFICE SUPPLY C					
Sum					1,334.00-
00001 TRUCKPRO LLC	039-0667790 00191392 19000424	REPR PTS U#13933 FIRE DEPT	10/31/19	273975	369.15-

TRUCKPRO LLC					
Sum					369.15-

00001 U S POSTAL SERVICE POSTA 35567445 10/ 00193991 19000440 MAIL MACHINE POSTAGE	10/31/19	273977	10,000.00-

U S POSTAL SERVICE POSTA			
Sum			10,000.00-
00001 U SAVE AUTO RENTAL 15220 00192854 19000401 VAN RENT JKSN FIRE APPL TESTS	10/31/19	273979	99.95-

U SAVE AUTO RENTAL			
Sum			99.95-
00001 UNIVERSITY TIRE & SERVIC 553661 00193935 19000494 TIRES U#11945 TRAFFIC	10/31/19	273980	241.00-
00001 UNIVERSITY TIRE & SERVIC 553534 00193939 19000495 TIRES U#17528 TRAFFIC	10/31/19	273980	242.88-
00001 UNIVERSITY TIRE & SERVIC 553720 00193935 19000530 CREDIT INV#553661	10/31/19	273980	241.00-
00001 UNIVERSITY TIRE & SERVIC 553721 00193935 19000531 TIRES U#11945 TRAFFIC	10/31/19	273980	233.96-

UNIVERSITY TIRE & SERVIC			
Sum			476.84-
00001 W GEOTECHNICAL AND TESTI 3916 00194161 19000561 MATL TESTS PUB SAFETY COMPLEX	10/31/19	273983	3,225.00-

W GEOTECHNICAL AND TESTI			
Sum			3,225.00-
00001 WAGE HOUR ASSESSMENTS AN CH 0019-08 00194012 19000431 FMLA FIRE DEPT	10/22/19	113943	2,956.25-

WAGE HOUR ASSESSMENTS AN			
Sum			2,956.25-
00001 WAL-MART STORES INC 005758 00193559 19000473 REFRSHMNTS MPO QTR PUB MEETS	10/31/19	273984	24.66-
00001 WAL-MART STORES INC 000793 00193242 19000476 VACUUM CLEANERS POLICE DEPT	10/31/19	273984	108.00-

WAL-MART STORES INC			
Sum			132.66-
00001 WASTE MANAGEMENT OF SOUT 0011794-2526 00194140 19000565 RUBBISH DISPOSAL 10/3-11/19	10/31/19	273986	976.80-

WASTE MANAGEMENT OF SOUT			
Sum			976.80-
00001 WATCH GUARD VIDEO EXCINV000067 00193679 19000622 VISTA CENTER MOUNTS POLICE	10/31/19	273987	965.00-

WATCH GUARD VIDEO			
Sum			965.00-
00001 WATERS INTERNATIONAL TRU 08P879499 00193499 19000383 RADIATOR REPR U#14402 SANIT	10/31/19	273988	414.68-

WATERS INTERNATIONAL TRU			
Sum			414.68-
00001 WHEELER'S JANITORIAL SUP 0404754 00193766 19000525 JANIT SUPP/SAFETY EQUIP MADD	10/31/19	273992	2,092.63-
00001 WHEELER'S JANITORIAL SUP 0404750 00193980 19000537 JANIT SUPP TRAFFIC DEPT	10/31/19	273992	54.00-
00001 WHEELER'S JANITORIAL SUP 0404719REV 00193773 19000560 JANIT SUPP ENGR DEPT	10/31/19	273992	93.00-

WHEELER'S JANITORIAL SUP			
Sum			2,239.63-
00001 WILLIAM CAREY UNIVERSITY GOLF TOURNAM 00193986 19000433 GOLF TOURNAMENT AD	10/31/19	273994	500.00-

WILLIAM CAREY UNIVERSITY			
Sum			500.00-

00001 WINTERGREEN CORPORATION	4385721	00193891 19000544 CHRISTMAS LIGHTS CONSTR DEPT	10/31/19	273995	1,277.05-

WINTERGREEN CORPORATION					
Sum					1,277.05-
00001 98 WASTE LLC	2297	00194027 19000502 RUBBISH DISPOSAL 10/3-15	10/31/19	273999	1,890.00-
00001 98 WASTE LLC	2277	00194027 19000503 RUBBISH DISPOSAL 10/01-02	10/31/19	273999	2,800.00-
00001 98 WASTE LLC	2295	00194027 19000504 RUBBISH DISPOSAL 10/3-12	10/31/19	273999	12,460.00-
00001 98 WASTE LLC	2278	00194100 19000526 RUBBISH DISPOSAL 10/1-3/19	10/31/19	273999	3,696.00-
00001 98 WASTE LLC	2296	00194100 19000527 RUBBISH DISPOSAL 10/3-10/19	10/31/19	273999	12,320.00-
00001 98 WASTE LLC	2340	00194146 19000564 RUBBISH DISPOSAL 10/14-22/19	10/31/19	273999	9,800.00-
00001 98 WASTE LLC	2280	00194212 19000628 RUBBISH DISPOSAL 10/1-9/19	10/31/19	273999	2,205.00-

98 WASTE LLC					
Sum					45,171.00-

Sum					1,873,340.45-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING OCTOBER 31, 2019

Date - 10/29/19

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	308819	00194070	19000139	HAND TOOLS M.A.D.D.	10/31/19	273760	234.00-

A & R FARM AND GARDEN							
Sum							234.00-
00002 AIRGAS USA LLC (NORDAN S	9964397288	00192971	19000147	CYLINDER RENT GRNDS MAINT	10/31/19	273765	52.55-

AIRGAS USA LLC (NORDAN S							
Sum							52.55-
00002 ALLBRITTON CHAIN SAW & L	67162	00193776	19000110	WEEDEATER REPR PTS	10/31/19	273767	130.77-

ALLBRITTON CHAIN SAW & L							
Sum							130.77-
00002 ANOINTED HANDS SERVICES, 6312		00193467	19000096	SERVS 10/19 REC MAINT OFFICE	10/31/19	273773	310.00-

ANOINTED HANDS SERVICES,							
Sum							310.00-
00002 AUTO ARMATURE SERVICE IN	18828	00193933	19000104	BATTERY U#18597 DUMP TRAILER	10/31/19	273779	127.95-
00002 AUTO ARMATURE SERVICE IN	18873	00193982	19000109	BATTERY U#14127 TRUCK	10/31/19	273779	168.95-
00002 AUTO ARMATURE SERVICE IN	18835	00193947	19000132	BATTERY U#18555 REC ADM	10/31/19	273779	179.95-
00002 AUTO ARMATURE SERVICE IN	18928	00194157	19000141	BATTERY WATER TANK UNIT	10/31/19	273779	127.95-

AUTO ARMATURE SERVICE IN							
Sum							604.80-
00002 BRACKMAN MOWER WAREHOUSE	49897	00193713	19000124	REPRS U#19303 MOWER	10/31/19	273786	109.95-
00002 BRACKMAN MOWER WAREHOUSE	49941	00193894	19000125	REPRS U#19303 MOWER	10/31/19	273786	170.68-
00002 BRACKMAN MOWER WAREHOUSE	49942	00193895	19000126	REPRS U#20234 MOWER	10/31/19	273786	178.63-
00002 BRACKMAN MOWER WAREHOUSE	50027	00194065	19000127	WEEDEATER REPR PTS/LUBRICANTS	10/31/19	273786	438.00-
00002 BRACKMAN MOWER WAREHOUSE	50042	00194078	19000135	REPRS U#21096 MOWER	10/31/19	273786	231.73-
00002 BRACKMAN MOWER WAREHOUSE	50039	00194080	19000136	REPRS U#20744 MOWER	10/31/19	273786	219.68-
00002 BRACKMAN MOWER WAREHOUSE	50040	00194081	19000137	REPRS U#20745 MOWER	10/31/19	273786	177.68-
00002 BRACKMAN MOWER WAREHOUSE	50041	00194082	19000138	REPRS U#20823 MOWER	10/31/19	273786	319.68-
00002 BRACKMAN MOWER WAREHOUSE	50037	00194076	19000142	REPRS U#17085 MOWER	10/31/19	273786	525.65-
00002 BRACKMAN MOWER WAREHOUSE	50038	00194079	19000143	REPRS U#21097 MOWER	10/31/19	273786	219.68-
00002 BRACKMAN MOWER WAREHOUSE	50067	00194125	19000144	REPRS U#17998 MOWER	10/31/19	273786	131.90-
00002 BRACKMAN MOWER WAREHOUSE	50078	00194170	19000188	TIRE REPR-WONDER VAC	10/31/19	273786	148.95-
00002 BRACKMAN MOWER WAREHOUSE	50079	00194171	19000189	REPRS U#20234 MOWER	10/31/19	273786	374.00-

BRACKMAN MOWER WAREHOUSE							
Sum							3,246.21-
00002 BROOM, MATTHEW B	OFFICIAL 10/	00202064	19000159	OFFICIAL-FLAG FOOTBALL	10/31/19	273787	30.00-

BROOM, MATTHEW B							
Sum							30.00-
00002 CARLISLE, DIANE F	PKS/REC PROG	00202063	19000152	SERVS CRAFTS	10/31/19	273793	25.00-

Sum												25.00-
00002 CINTAS CORPORATION #J66	4031644495	00194123	19000116	MOP/MAT 10/03	GRNDS MAINT	10/31/19	273805	4.95-				
00002 CINTAS CORPORATION #J66	4032209464	00194123	19000117	MOP/MAT 10/10	GRNDS MAINT	10/31/19	273805	4.95-				
00002 CINTAS CORPORATION #J66	4032717533	00194123	19000118	MOP/MT 10/17	GRNDS MAINT	10/31/19	273805	4.95-				
00002 CINTAS CORPORATION #J66	4033256538	00194123	19000119	MOP/MAT 10/24	GRNDS MAINT	10/31/19	273805	4.95-				
00002 CINTAS CORPORATION #J66	4031644778	00194123	19000120	UNIFORMS 10/03	GRNDS MAINT	10/31/19	273805	153.26-				
00002 CINTAS CORPORATION #J66	4032209611	00194123	19000121	UNIFORMS 10/10	GRNDS MAINT	10/31/19	273805	148.78-				
00002 CINTAS CORPORATION #J66	4032717822	00194123	19000122	UNIFORMS 10/17	GRNDS MAINT	10/31/19	273805	148.78-				
00002 CINTAS CORPORATION #J66	4033256896	00194123	19000123	UNIFORMS 10/24	GRNDS MAINT	10/31/19	273805	148.78-				
CINTAS CORPORATION #J66								-----				
Sum								619.40-				
00002 CITY OF HATTIESBURG FUND TRF 2ND 10/1	00202049	19000107	TRF 2ND 10/19	PAYROLL	10/22/19	312522	75,476.55-	-----				
CITY OF HATTIESBURG FUND												
Sum								75,476.55-				
00002 CLEMETS HARDWARE	124221	00194072	19000140	HAND TOOLS M.A.D.D.	10/31/19	273806	215.98-	-----				
CLEMETS HARDWARE												
Sum								215.98-				
00002 CONNER, TOBARRA	OFFICIAL 10/	00202064	19000154	OFFICIAL-FLAG FOOTBALL	10/31/19	273811	90.00-					
00002 CONNER, TOBARRA	SPORTS SERVS	00202065	19000174	SPORTS SUPPORT SERVICES	10/31/19	273811	120.00-					
00002 CONNER, TOBARRA	SPORTS SERVS	00202065	19000184	SPORTS SUPPORT SERVICES	10/31/19	273811	24.00-	-----				
CONNER, TOBARRA												
Sum								234.00-				
00002 DAVIS, DEVIN N	OFFICIAL 10/	00202064	19000165	OFFICIAL-FLAG FOOTBALL	10/31/19	273816	45.00-	-----				
DAVIS, DEVIN N												
Sum								45.00-				
00002 DOGIPOT (PROPET DISTRIBUTION) 127401	00193661	19000103	DOGGY BAGS FOR DOG PARK	10/31/19	273820	256.00-	-----					
DOGIPOT (PROPET DISTRIBUTION)												
Sum								256.00-				
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 10/	00202064	19000172	OFFICIAL-ADULT SOFTBALL	10/31/19	273831	140.00-	-----				
ESTERS, WILLARD (BUTCH)												
Sum								140.00-				
00002 FASTENAL COMPANY	MSHAT221658	00193666	19000148	SAFETY VESTS GRNDS MAINT	10/31/19	273833	299.70-	-----				
FASTENAL COMPANY												
Sum								299.70-				
00002 FORREST CTY CIRCUIT COUR CIVIL CASE C	00194091	19000108	441 W 4TH ST/HUDSON	10/23/19	312525	5,000.00-	-----					
FORREST CTY CIRCUIT COUR												
Sum								5,000.00-				
00002 GOLDEN, NICHOLAS D	OFFICIAL 10/	00202064	19000170	OFFICIAL-ADULT SOFTBALL	10/31/19	273844	150.00-	-----				
GOLDEN, NICHOLAS D												
Sum								150.00-				

00002 GRAY, NAKIRRI D	SPORTS SERVS 00202065 19000178	SPORTS SUPPORT SERVICES	10/31/19	273845	64.00-

GRAY, NAKIRRI D					64.00-
Sum					120.00-
00002 GUTHRIE, JONI S	PKS/REC PROG 00202063 19000149	SERVS CHAIR AEROBICS	10/31/19	273850	120.00-

GUTHRIE, JONI S					120.00-
Sum					48.00-
00002 HAVARD PEST CONTROL INC	1517129	00202055 19000187 QTRLY SRV BOYS BRTHRHOOD	10/31/19	273857	48.00-

HAVARD PEST CONTROL INC					48.00-
Sum					45.00-
00002 HOOK, EMMA M	OFFICIAL 10/ 00202064 19000161	OFFICIAL-FLAG FOOTBALL	10/31/19	273861	45.00-

HOOK, EMMA M					45.00-
Sum					570.74-
00002 J M H GRAPHICS	19410	00192507 19000097 UNIFORM SHIRTS REC ADM STAFF	10/31/19	273867	570.74-
00002 J M H GRAPHICS	19416	00192829 19000098 ADDL AMT DUE PO#192507	10/31/19	273867	116.74-

J M H GRAPHICS					687.48-
Sum					60.00-
00002 JACKSON, TINA	OFFICIAL 10/ 00202064 19000167	OFFICIAL-ADULT SOFTBALL	10/31/19	273868	60.00-

JACKSON, TINA					60.00-
Sum					60.00-
00002 JAMES II, CHARLIE D	OFFICIAL 10/ 00202064 19000156	OFFICIAL-FLAG FOOTBALL	10/31/19	273869	60.00-

JAMES II, CHARLIE D					60.00-
Sum					1,500.00-
00002 JEFCOAT FENCE OF HATTIES	0021742	00193692 19000111 FENCE REPR KP TENNIS COURT	10/31/19	273872	1,500.00-

JEFCOAT FENCE OF HATTIES					1,500.00-
Sum					90.00-
00002 JONES, ERIN M	OFFICIAL 10/ 00202064 19000158	OFFICIAL-FLAG FOOTBALL	10/31/19	273876	90.00-

JONES, ERIN M					90.00-
Sum					56.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS 00202065 19000185	SPORTS SUPPORT SERVICES	10/31/19	273877	56.00-

KETTLEY, ANNETTE					56.00-
Sum					60.00-
00002 LYLES, BRANDON	OFFICIAL 10/ 00202064 19000155	OFFICIAL-FLAG FOOTBALL	10/31/19	273891	60.00-
00002 LYLES, BRANDON	SPORTS SERVS 00202065 19000175	SPORTS SUPPORT SERVICES	10/31/19	273891	45.00-

LYLES, BRANDON					105.00-
Sum					75.00-
00002 MAAS, MICHAEL C	OFFICIAL 10/ 00202064 19000160	OFFICIAL-FLAG FOOTBALL	10/31/19	273892	75.00-

MAAS, MICHAEL C					75.00-
Sum					75.00-

00002 MARTIN, MAGDALINE	PKS/REC PROG 00202063 19000151	SERVS JEWELRY CLASS	10/31/19	273895	24.00-

MARTIN, MAGDALINE					24.00-
Sum					24.00-
00002 MCELHANEY PLUMBING INC	281475	00194058 19000128	PLUMB SUPP JAYCEE PARK	10/31/19	273897

MCELHANEY PLUMBING INC					19.95-
Sum					19.95-
00002 MCGEE, CHRIS	TRAVEL REIMB 00194231 19000190	EXPNS MRPA CONF BILOXI	10/31/19	273898	131.04-

MCGEE, CHRIS					131.04-
Sum					131.04-
00002 MISSISSIPPI YOUTH FOOTBA	2019-001	00194038 19000113	2019 LEAGUE DUES	10/31/19	273901

MISSISSIPPI YOUTH FOOTBA					306.00-
Sum					306.00-
00002 MS POWER COMPANY	10/19	PKS/RE 00020202 19000145	MNTHLY ELEC-PARKS & REC	10/31/19	273904

MS POWER COMPANY					16,523.20-
Sum					16,523.20-
00002 NEWELL PAPER COMPANY	4066546	00193662 19000100	JANIT SUPP/WASP SPRAY	10/31/19	273911
00002 NEWELL PAPER COMPANY	4066891	00193662 19000101	JANIT SUPP	10/31/19	273911
00002 NEWELL PAPER COMPANY	4066884	00193769 19000102	MOP BUCKETS GRNDS MAINT	10/31/19	273911

NEWELL PAPER COMPANY					538.34-
Sum					23.96-
00002 NEWELL PAPER COMPANY	4066884	00193769 19000102	MOP BUCKETS GRNDS MAINT	10/31/19	273911

NEWELL PAPER COMPANY					119.76-
Sum					119.76-
00002 O'NEAL, KYLE J	OFFICIAL 10/ 00202064 19000157	OFFICIAL-FLAG FOOTBALL	10/31/19	273913	682.06-

O'NEAL, KYLE J					90.00-
Sum					90.00-
00002 PARKER, SEKYRRIN L	SPORTS SERVS 00202065 19000180	SPORTS SUPPORT SERVICES	10/31/19	273918	64.00-

PARKER, SEKYRRIN L					64.00-
Sum					64.00-
00002 PESTA, GARRETT R	PKS/REC PROG 00202063 19000153	SERVS RED BLUFF HIKE	10/31/19	273920	250.00-

PESTA, GARRETT R					250.00-
Sum					250.00-
00002 PHILLIPS BARK PROCESSING	135019	00193922 19000146	PLAYGRND MULCH THAMES ELEM	10/31/19	273921

PHILLIPS BARK PROCESSING					1,715.00-
Sum					1,715.00-
00002 PIERCE PLUMBING INC	603784	00193983 19000105	LABOR CHG VETERANS PK LEAK	10/31/19	273923

PIERCE PLUMBING INC					218.75-
Sum					218.75-
00002 PINE BELT OIL COMPANY IN	10119	00193603 19000134	LUNCHES 2019 SENIOR FAIR	10/31/19	273925

PINE BELT OIL COMPANY IN					712.50-
Sum					712.50-
00002 PINE BELT PORTABLE TOILE	00001000AD19 00193435 19000129	PORTALETS MOBILE FESTVL 10/5	10/31/19	273926	1,280.00-

[illegible]

00002 THOMPSON, WALTON K	SPORTS SERVS 00202065 19000179	SPORTS SUPPORT SERVICES	10/31/19	273972	64.00-

THOMPSON, WALTON K					64.00-
Sum					140.00-
00002 TROTTER, COREY	OFFICIAL 10/ 00202064 19000171	OFFICIAL-ADULT SOFTBALL	10/31/19	273973	140.00-

TROTTER, COREY					140.00-
Sum					60.00-
00002 TROTTER, WILLIE	OFFICIAL 10/ 00202064 19000168	OFFICIAL-ADULT SOFTBALL	10/31/19	273974	60.00-

TROTTER, WILLIE					60.00-
Sum					50.00-
00002 TRUCKS PLUS AUTO ACCESSO 39830	00193923 19000106	REPR LIGHTS U#11213 TRAILER	10/31/19	273976	50.00-

TRUCKS PLUS AUTO ACCESSO					50.00-
Sum					56.00-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS 00202065 19000186	SPORTS SUPPORT SERVICES	10/31/19	273981	56.00-

VARNADO, ALEXANDRIA					56.00-
Sum					305.09-
00002 WAL-MART STORES INC	000195 00193654 19000112	SENIOR FAIR SUPP REC ADM	10/31/19	273984	305.09-

WAL-MART STORES INC					305.09-
Sum					80.00-
00002 WALCK, SUSAN A	PKS/REC PROG 00202063 19000150	SERVS POTTERY CLASS	10/31/19	273985	80.00-

WALCK, SUSAN A					80.00-
Sum					75.00-
00002 WOOD, JOSHUA J	OFFICIAL 10/ 00202064 19000164	OFFICIAL-FLAG FOOTBALL	10/31/19	273996	75.00-

WOOD, JOSHUA J					75.00-
Sum					114,456.99-

Sum					114,456.99-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 10/29/19

PERIOD ENDING OCTOBER 31, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ALLBRITTON CHAIN SAW & L	67133	00193861	19000115	AGRI EQUIP REPR SEWER DEPT	10/31/19	273767	50.23-
00009 ALLBRITTON CHAIN SAW & L	67134	00193901	19000116	AGRI EQUIP REPR SEWER DEPT	10/31/19	273767	88.08-
00009 ALLBRITTON CHAIN SAW & L	67160	00194005	19000117	AGRI EQUIP REPR PTS SEWER	10/31/19	273767	256.26-

ALLBRITTON CHAIN SAW & L							
Sum							394.57-
00009 ALLIED UNIVERSAL CORP	I1588873	00193639	19000112	CHEMICALS FORREST GENERAL	10/31/19	273768	894.00-
00009 ALLIED UNIVERSAL CORP	I1588874	00193639	19000113	CHEMICALS WESLEY TANK	10/31/19	273768	596.00-
00009 ALLIED UNIVERSAL CORP	I1588872	00193655	19000118	CHEMICALS LAGOONS	10/31/19	273768	5,233.21-
00009 ALLIED UNIVERSAL CORP	I1590053	00193857	19000135	CHEMICALS WTR PLT #2	10/31/19	273768	1,401.75-
00009 ALLIED UNIVERSAL CORP	I1590054	00193857	19000136	CHEMICALS WTR PLT #1	10/31/19	273768	1,869.00-

ALLIED UNIVERSAL CORP							
Sum							9,993.96-
00009 ANOINTED HANDS SERVICES, 6301 WATER B		00193460	19000078	SERVS 10/19 WTR BILLING	10/31/19	273773	525.00-
00009 ANOINTED HANDS SERVICES, 6311		00193492	19000079	SERVS 10/19 WATER PLANT	10/31/19	273773	488.00-

ANOINTED HANDS SERVICES,							
Sum							1,013.00-
00009 BLOSSMAN GAS INC	8112238	00193946	19000114	PROPANE PLT WAREHSE FORKLIFT	10/31/19	273784	104.00-

BLOSSMAN GAS INC							
Sum							104.00-
00009 BRUNINI GRANTHAM GROWER	242375	00194159	19000125	SERVS 9/19 GENERAL-SSO	10/31/19	273789	3,118.50-

BRUNINI GRANTHAM GROWER							
Sum							3,118.50-
00009 BURKETT RADIATOR SHOP	66380	00193912	19000158	SEWER EQUIP REPAIR	10/31/19	273790	827.00-

BURKETT RADIATOR SHOP							
Sum							827.00-
00009 CARQUEST AUTO PARTS STOR	14758-131402	00193751	19000080	GENERATOR BATTERIES PLT #1	10/31/19	273794	1,294.14-
00009 CARQUEST AUTO PARTS STOR	14758-131500	00193814	19000081	REPR PTS U#13061 SEWER	10/31/19	273794	175.40-
00009 CARQUEST AUTO PARTS STOR	14758-131765	00193999	19000121	REPR PTS U#20056/STOCK	10/31/19	273794	429.86-
00009 CARQUEST AUTO PARTS STOR	14758-131953	00194168	19000164	REPR PTS U#18564 SEWER	10/31/19	273794	50.75-

CARQUEST AUTO PARTS STOR							
Sum							1,950.15-
00009 CERTIFIED LABORATORIES	3720716	00193596	19000095	CHEMICALS SEWER DEPT	10/31/19	273798	5,024.00-
00009 CERTIFIED LABORATORIES	3714481	00193600	19000096	CHEMICALS FOR LIFT STATIONS	10/31/19	273798	6,272.10-

CERTIFIED LABORATORIES							
Sum							11,296.10-
00009 CINTAS CORPORATION #J66	4032363620	00193981	19000097	UNIFORMS 10/14 WTR SERV MEN	10/31/19	273805	28.37-
00009 CINTAS CORPORATION #J66	4032918158	00193981	19000098	UNIFORMSF 10/21 WTR SERV MEN	10/31/19	273805	28.37-

00009	CINTAS CORPORATION	#J66	4032918013	00193990	19000099	UNIFORMS	10/21	TRANS	10/31/19	273805	116.30-
00009	CINTAS CORPORATION	#J66	4032918013	00193990	19000100	UNIFORMS	10/21	PLANTS	10/31/19	273805	45.39-
00009	CINTAS CORPORATION	#J66	4032918013	00193990	19000101	UNIFORMS	10/21	SEWER	10/31/19	273805	28.80-
00009	CINTAS CORPORATION	#J66	4032918013	00193990	19000102	UNIFORMS	10/21	LAGOON	10/31/19	273805	14.70-
00009	CINTAS CORPORATION	#J66	4033453303	00194197	19000137	UNIFORMS	10/28	TRANS	10/31/19	273805	154.16-
00009	CINTAS CORPORATION	#J66	4033453303	00194197	19000138	UNIFORMS	10/28	PLANT	10/31/19	273805	45.39-
00009	CINTAS CORPORATION	#J66	4033453303	00194197	19000139	UNIFORMS	10/28	SEWER	10/31/19	273805	28.80-
00009	CINTAS CORPORATION	#J66	4033453303	00194197	19000140	UNIFORMS	10/28	LAGOON	10/31/19	273805	15.08-
00009	CINTAS CORPORATION	#J66	4033452832	00194195	19000141	MOP/MAT	10/28	PLANT	10/31/19	273805	16.79-

CINTAS CORPORATION #J66											
Sum											
00009	CITY OF HATTIESBURG FUND	TRF 2ND 10/1	00202049	19000105	TRF 2ND 10/19	PAYROLL			10/22/19	22243	522.15-

CITY OF HATTIESBURG FUND											
Sum											
00009	CONSOLIDATED PIPE & SPLY	0496974-000-	00193575	19000088	PLUMB SUPP	SEWER STOCK			10/31/19	273812	113,950.65-
00009	CONSOLIDATED PIPE & SPLY	0496975-000-	00193575	19000089	PLUMB SUPP	SEWER STOCK			10/31/19	273812	300.00-
00009	CONSOLIDATED PIPE & SPLY	0496976-000-	00193575	19000090	PLUMB SUPP	SEWER STOCK			10/31/19	273812	3,261.60-
00009	CONSOLIDATED PIPE & SPLY	0496976-001-	00193575	19000091	PLUMB SUPP	SEWER STOCK			10/31/19	273812	318.00-
00009	CONSOLIDATED PIPE & SPLY	0496975-000-	00193575	19000120	CREDIT				10/31/19	273812	150.00-

CONSOLIDATED PIPE & SPLY											
Sum											
00009	COURTNEY'S RESTAURANT EQ	13078	00194228	19000163	ICE MACH	MAINT WTR BILLING			10/31/19	273814	3,696.00-

COURTNEY'S RESTAURANT EQ											
Sum											
00009	DESIGN PRECAST & PIPE, I	77170	00193144	19000124	JOINT SEALANT	SEWER DEPT			10/31/19	273819	236.89-

DESIGN PRECAST & PIPE, I											
Sum											
00009	DOLEAC ELECTRIC CO INC	19USMST-X1	00193390	19000128	ATC CONTROLLER	USM STADIUM			10/31/19	273821	150.00-
00009	DOLEAC ELECTRIC CO INC	19TCCS-X1	00193506	19000129	GEN CONTROL	BRD T CRK CROSS			10/31/19	273821	3,997.00-

DOLEAC ELECTRIC CO INC											
Sum											
00009	ECONOMY SUPPLY CO	022022	00193900	19000157	SHELVING MATLS	SEWER TRAILER			10/31/19	273824	11,862.00-

ECONOMY SUPPLY CO											
Sum											
00009	ELKINS WHOLESALE INC	395893	00193593	19000094	STEEL TOE RUBBER	BOOTS TRANS			10/31/19	273826	38.04-

ELKINS WHOLESALE INC											
Sum											
00009	GILLILANDS ELECTRONICS S	70318	00193925	19000083	REPR CAMERAS	WTR BILLING			10/31/19	273840	370.65-
00009	GILLILANDS ELECTRONICS S	70469	00194149	19000123	PHONE SYS RENT	WTR PLANT			10/31/19	273840	85.00-

GILLILANDS ELECTRONICS S											
Sum											
233.16-											

00009 HATTIESBURG HYDRAULICS I 81138	00193859 19000085 REPRS U#20445 TRANS	10/31/19	273854	198.48-

HATTIESBURG HYDRAULICS I				
Sum				198.48-
00009 HAVARD PEST CONTROL INC 1517148	00202055 19000159 QTRLY SRV BURKETT LIFT STA	10/31/19	273857	40.00-
00009 HAVARD PEST CONTROL INC 1517149	00202055 19000160 QTRLY SRV E LAUREL STA	10/31/19	273857	40.00-
00009 HAVARD PEST CONTROL INC 1517150	00202055 19000161 QTRLY SRV N LGN STA PLANT	10/31/19	273857	40.00-

HAVARD PEST CONTROL INC				
Sum				120.00-
00009 L & A CONTRACTING CO 483-145	00194089 19000119 AERATOR MNT 10/7-20 LAGOONS	10/31/19	273879	46,984.16-

L & A CONTRACTING CO				
Sum				46,984.16-
00009 LANCASTER'S MACHINE & WE 24207	00193550 19000134 WATER CUT OFF TOOLS TRANS	10/31/19	273881	325.00-

LANCASTER'S MACHINE & WE				
Sum				325.00-
00009 MCELHANEY PLUMBING INC 281793	00193635 19000122 PROBING ROD SEWER DEPT	10/31/19	273897	19.95-

MCELHANEY PLUMBING INC				
Sum				19.95-
00009 MORGAN, C J INC 2019093	00194044 19000107 REPRS WESLEY WATER TANK	10/31/19	273902	10,723.75-
00009 MORGAN, C J INC 2019099	00194044 19000108 FIRE TAP STANDARD OFFICE	10/31/19	273902	15,044.00-
00009 MORGAN, C J INC 2019108	00194044 19000109 WATER BILLING 8/19 VARI LOC	10/31/19	273902	102,580.34-

MORGAN, C J INC				
Sum				128,348.09-
00009 MS POWER COMPANY 10/19 W&SO&M	00020202 19000132 MNTHLY ELEC-W&SO&M	10/31/19	273904	98,289.04-

MS POWER COMPANY				
Sum				98,289.04-
00009 NEWELL PAPER COMPANY 4067542	00193984 19000133 JANIT SUPP/COPY PAPER W OFFC	10/31/19	273911	816.80-

NEWELL PAPER COMPANY				
Sum				816.80-
00009 NORTH LAMAR WATER ASSN SEWER BILLIN	00194057 19000106 SEWER BILLING 10/19	10/31/19	273912	142.00-

NORTH LAMAR WATER ASSN				
Sum				142.00-
00009 OFFICE DEPOT INC 2349214455	00193545 19000110 OFFICE SUPP PLANT MANAGERS	10/31/19	273914	41.98-
00009 OFFICE DEPOT INC 2349214451	00193651 19000111 OFFICE SUPP WTR PLANT #2	10/31/19	273914	167.92-

OFFICE DEPOT INC				
Sum				209.90-
00009 PEARL RIVER VALLEY EPA (10/19 W&SO&M	00020202 19000130 MNTHLY 10/19 PUBLIC SERVICES	10/31/19	273919	145.36-

PEARL RIVER VALLEY EPA (				
Sum				145.36-

00009 RAWLS SPRINGS UTILITY DI SEWER READS	00193924 19000084 SEWER READS 10/19	10/31/19	273936	192.00-

RAWLS SPRINGS UTILITY DI				
Sum				192.00-
00009 RICOH CORP	5057650996 00193931 19000082 PROD PRINTER CHGS WTR BILLING	10/31/19	273938	276.49-

RICOH CORP				
Sum				276.49-
00009 RJM MCQUEEN CONTRACTING	1949 00194182 19000142 SEWER REPR N 19TH & MABLE	10/31/19	273941	3,955.00-
00009 RJM MCQUEEN CONTRACTING	1950 00194182 19000143 SEWER REPR LEWIS & MILLER	10/31/19	273941	10,721.50-
00009 RJM MCQUEEN CONTRACTING	1951 00194182 19000144 SEWER REPR ESSEX & S 37TH	10/31/19	273941	9,297.50-
00009 RJM MCQUEEN CONTRACTING	1952 00194182 19000145 SEWER REPR N 28TH & SIMS RD	10/31/19	273941	12,083.50-
00009 RJM MCQUEEN CONTRACTING	1953 00194182 19000146 MISC WORK	10/31/19	273941	1,779.00-
00009 RJM MCQUEEN CONTRACTING	1954 00194182 19000147 SEWER REPR S 34TH & W ADELINE	10/31/19	273941	10,117.00-
00009 RJM MCQUEEN CONTRACTING	1955 00194182 19000148 SEWER REPR QUINN & N 18TH	10/31/19	273941	8,117.00-
00009 RJM MCQUEEN CONTRACTING	1956 00194182 19000149 SEWER REPR S 28TH & JULIENNE	10/31/19	273941	3,559.50-
00009 RJM MCQUEEN CONTRACTING	1957 00194182 19000150 SEWER REPR LARAMIE & S 28TH	10/31/19	273941	11,709.50-
00009 RJM MCQUEEN CONTRACTING	1958 00194182 19000151 SEWER REPR SUNSET & LONGUE VW	10/31/19	273941	7,043.50-
00009 RJM MCQUEEN CONTRACTING	1959 00194182 19000152 SEWER REPR E LAUREL & ANNIE	10/31/19	273941	1,852.50-
00009 RJM MCQUEEN CONTRACTING	1960 00194182 19000153 SEWER REPR TURNBURY/ST ANNES	10/31/19	273941	4,334.00-
00009 RJM MCQUEEN CONTRACTING	1961 00194182 19000154 SEWER REPR MCCAFFREY & HWY 49	10/31/19	273941	5,482.62-
00009 RJM MCQUEEN CONTRACTING	1962 00194182 19000155 SEWER REPR HALL & CHARLES ST	10/31/19	273941	9,290.50-
00009 RJM MCQUEEN CONTRACTING	1963 00194182 19000156 SEWER REPR ADELINE & 8TH AVE	10/31/19	273941	8,217.50-

RJM MCQUEEN CONTRACTING				
Sum				107,560.12-
00009 SOUTHERN PINE ELECTRIC P	10/19 W&SO&M 00020202 19000126 MNTHLY 10/19 PUBLIC SERVICES	10/31/19	273960	474.35-

SOUTHERN PINE ELECTRIC P				
Sum				474.35-
00009 SPIRE ENERGY	10/19 W&SO&M 00020202 19000131 MNTHLY GAS-W&SO&M	10/31/19	273966	22.92-

SPIRE ENERGY				
Sum				22.92-
00009 U S POSTMASTER-POSTAGE (	POSTAGE PERM 00194222 19000162 POSTAGE PERMIT WTR BILLING	10/31/19	273978	10,000.00-

U S POSTMASTER-POSTAGE (				
Sum				10,000.00-
00009 UNIVERSITY TIRE & SERVIC	552541 00193507 19000086 TIRE U#19845 TRANS	10/31/19	273980	27.00-
00009 UNIVERSITY TIRE & SERVIC	553848 00194104 19000127 TIRES U#20057 TRANS	10/31/19	273980	249.44-

UNIVERSITY TIRE & SERVIC				
Sum				276.44-
00009 WATERS INTERNATIONAL TRU	08S820249 00193516 19000103 REPRS U#18897 SEWER	10/31/19	273988	4,061.31-
00009 WATERS INTERNATIONAL TRU	08S820606 00193749 19000104 BATTERIES U#18897 SEWER	10/31/19	273988	356.83-

WATERS INTERNATIONAL TRU				
Sum				4,418.14-
00009 WATKINS & EAGAR	398416 00193898 19000092 SERVS GULF RESTORA VS CITY	10/31/19	273989	731.25-

WATKINS & EAGAR				
Sum				731.25-

00009 WRIGHT, J H & ASSOCIATES 419013	00193656 19000087 TRASH PUMPS SEWER CREWS	10/31/19	273997	3,654.00-

WRIGHT, J H & ASSOCIATES				3,654.00-
Sum				-----
Sum				562,961.31-

Date - 10/29/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

WATER & SEWER B & I

00010 REGIONS CORPORATE TRUST 10/31/19 INV 00202056 19000001 AGENT '16 W&S SYS PROJ

10/28/19 113988

3,500.00-

REGIONS CORPORATE TRUST

Sum

3,500.00-

Sum

3,500.00-

00011 GLASS, HOLLIE DA	METER DEP RF 00202046 19000077 METER DEP RFD	10/31/19	273842	22.72-

GLASS, HOLLIE DA				
Sum				22.72-
00011 GREEN, KASHUNDRA	METER DEP RF 00202045 19000089 METER DEP RFD	10/31/19	273847	20.96-

GREEN, KASHUNDRA				
Sum				20.96-
00011 HALLMAN PROPERTY MANAGEM	METER DEP RF 00202045 19000088 METER DEP RFD	10/31/19	273851	20.96-

HALLMAN PROPERTY MANAGEM				
Sum				20.96-
00011 HATTIESBURG AREA HABITAT	METER DEP RF 00202045 19000080 METER DEP RFD	10/31/19	273853	37.96-

HATTIESBURG AREA HABITAT				
Sum				37.96-
00011 HATTIESBURG MEDICAL PARK	METER DEP RF 00202046 19000076 METER DEP RFD	10/31/19	273855	39.72-

HATTIESBURG MEDICAL PARK				
Sum				39.72-
00011 HAYNES, YSHENKIA LYNETTE	METER DEP RF 00202046 19000063 METER DEP RFD	10/31/19	273858	4.44-

HAYNES, YSHENKIA LYNETTE				
Sum				4.44-
00011 HENDERSON, BRANDI	METER DEP RF 00202062 19000094 METER DEP RFD	10/31/19	273859	17.96-

HENDERSON, BRANDI				
Sum				17.96-
00011 HOGAN, ANGELA	METER DEP RF 00202062 19000099 METER DEP RFD	10/31/19	273860	20.96-

HOGAN, ANGELA				
Sum				20.96-
00011 HUSBAND, TREMAYNE M	METER DEP RF 00202045 19000087 METER DEP RFD	10/31/19	273863	20.96-

HUSBAND, TREMAYNE M				
Sum				20.96-
00011 JARVIS, SADORA	METER DEP RF 00202046 19000062 METER DEP RFD	10/31/19	273870	22.72-

JARVIS, SADORA				
Sum				22.72-
00011 JAYROE, MEGAN	METER DEP RF 00202062 19000095 METER DEP RFD	10/31/19	273871	17.96-

JAYROE, MEGAN				
Sum				17.96-
00011 LAMBERT, ASHLEY	METER DEP RF 00202045 19000083 METER DEP RFD	10/31/19	273880	37.96-

LAMBERT, ASHLEY				
Sum				37.96-
00011 LEE, CEDRICK	METER DEP RF 00202062 19000100 METER DEP RFD	10/31/19	273885	20.96-

LEE, CEDRICK				
Sum				20.96-

00011 LONDON AND STETELMAN 723 METER DEP RF 00202045 19000085 METER DEP RFD	10/31/19	273890	75.00-

LONDON AND STETELMAN 723			
Sum			75.00-
00011 MCCARTY, FELICIA METER DEP RF 00202046 19000067 METER DEP RFD	10/31/19	273896	4.44-

MCCARTY, FELICIA			
Sum			4.44-
00011 NELSON, RONALD METER DEP RF 00202045 19000090 METER DEP RFD	10/31/19	273910	36.36-

NELSON, RONALD			
Sum			36.36-
00011 PARKER, JASMINE S METER DEP RF 00202046 19000073 METER DEP RFD	10/31/19	273917	4.44-

PARKER, JASMINE S			
Sum			4.44-
00011 PIERCE ELIZABETH METER DEP RF 00202046 19000068 METER DEP RFD	10/31/19	273922	19.72-

PIERCE ELIZABETH			
Sum			19.72-
00011 PITTS, MICHAEL METER DEP RF 00202045 19000079 METER DEP RFD	10/31/19	273929	20.96-

PITTS, MICHAEL			
Sum			20.96-
00011 PRINCE PATEL LLC METER DEP RF 00202046 19000072 METER DEP RFD	10/31/19	273933	9.05-

PRINCE PATEL LLC			
Sum			9.05-
00011 ROBERSON, THOMAS 1 METER DEP RF 00202046 19000075 METER DEP RFD	10/31/19	273942	22.72-

ROBERSON, THOMAS 1			
Sum			22.72-
00011 ROGERS,ANDREW METER DEP RF 00202046 19000065 METER DEP RFD	10/31/19	273943	15.52-

ROGERS,ANDREW			
Sum			15.52-
00011 RWAIBWERA,EMMANUELINA METER DEP RF 00202046 19000069 METER DEP RFD	10/31/19	273945	75.00-
00011 RWAIBWERA,EMMANUELINA WTR OVRPMT R 00202047 19000092 WTR OVRPMT RFD	10/31/19	273945	166.50-

RWAIBWERA,EMMANUELINA			
Sum			241.50-
00011 SAVOY,MARIE METER DEP RF 00202046 19000066 METER DEP RFD	10/31/19	273947	39.72-

SAVOY,MARIE			
Sum			39.72-
00011 SHEPHERD, DIANE METER DEP RF 00202062 19000093 METER DEP RFD	10/31/19	273951	40.00-

SHEPHERD, DIANE			
Sum			40.00-

00011 WEST, JARED	METER DEP RF 00202045 19000084 METER DEP RFD	10/31/19	273990	20.96-

WEST, JARED				20.96-
Sum				22.72-
00011 WESTFIELD, SHARON AR	METER DEP RF 00202045 19000086 METER DEP RFD	10/31/19	273991	22.72-

WESTFIELD, SHARON AR				22.72-
Sum				75.00-
00011 WILEY, ANISHIA VICTORIA	METER DEP RF 00202046 19000064 METER DEP RFD	10/31/19	273993	54.08-
00011 WILEY, ANISHIA VICTORIA	WTR OVRPMT R 00202047 19000091 WTR OVRPMT RFD	10/31/19	273993	-----
WILEY, ANISHIA VICTORIA				129.08-
Sum				22.72-
00011 WRIGHT, TARA	METER DEP RF 00202046 19000071 METER DEP RFD	10/31/19	273998	-----
WRIGHT, TARA				22.72-
Sum				-----
Sum				3,495.10-

Date - 10/29/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

POLICE FORFEITURES FUND

00019 MAGNUM MOBILE SYSTEM

1024

00188911

19000005

QUICK DEPLOY UNITS

10/31/19

273893

11,676.97-

MAGNUM MOBILE SYSTEM

Sum

11,676.97-

Sum

11,676.97-

Date - 10/29/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

MUNICIPAL ROAD & BRIDGE

00072 RICHARD & THOMAS, PLLC

101719

00194160

19000018

TITLE OPINIONS HALL AVE OVRPS

10/31/19

273937

5,200.00-

RICHARD & THOMAS, PLLC

Sum

5,200.00-

Sum

5,200.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING OCTOBER 31, 2019

Date

- 10/29/19

Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

MASS TRANSIT FUND

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00073 ANOINTED HANDS SERVICES, 6301 HUB CIT	00193460	19000021	SERVS 10/19 HUB CITY TRANSIT	10/31/19	273773	325.00-	

ANOINTED HANDS SERVICES, Sum						325.00-	
00073 CARQUEST AUTO PARTS STOR 14758-131745	00193755	19000033	REPR PTS U#21126 & U#21120	10/31/19	273794	1,104.34-	

CARQUEST AUTO PARTS STOR Sum						1,104.34-	
00073 CINTAS CORPORATION #J66 4029189952	00193967	19000027	UNIFORMS 9/03 MECH/DRIVERS	10/31/19	273805	188.13-	
00073 CINTAS CORPORATION #J66 4029736298	00193967	19000028	UNIFORMS 9/09 MECH/DRIVERS	10/31/19	273805	171.43-	
00073 CINTAS CORPORATION #J66 4030243080	00193967	19000029	UNIFORMS 9/16 MECH/DRIVERS	10/31/19	273805	171.43-	
00073 CINTAS CORPORATION #J66 4030716507	00193967	19000030	UNIFORMS 9/23 MECH/DRIVERS	10/31/19	273805	171.43-	
00073 CINTAS CORPORATION #J66 4031242744	00193967	19000031	UNIFORMS 9/30 MECH/DRIVERS	10/31/19	273805	181.43-	

CINTAS CORPORATION #J66 Sum						883.85-	
00073 CITY OF HATTIESBURG FUND TRF 2ND 10/1	00202049	19000032	TRF 2ND 10/19 PAYROLL	10/22/19	113944	45,073.76-	

CITY OF HATTIESBURG FUND Sum						45,073.76-	
00073 GILLIG LLC 40632036	00193811	19000037	REPR PTS U#16234/16235 BUSES	10/31/19	273839	1,219.25-	

GILLIG LLC Sum						1,219.25-	
00073 GROVE TRANSIT JARC 9/29-10	00194052	19000036	JARC TRIPS 9/29-10/12/19	10/31/19	273848	3,029.00-	

GROVE TRANSIT Sum						3,029.00-	
00073 MS POWER COMPANY 10/19 M TRAN	00020202	19000041	MNTHLY ELEC-MASS TRANSIT	10/31/19	273904	852.27-	

MS POWER COMPANY Sum						852.27-	
00073 NAPA AUTO PARTS 5930-602704	00193771	19000034	REPR PTS VARI BUSES	10/31/19	273908	1,449.68-	

NAPA AUTO PARTS Sum						1,449.68-	
00073 NEWELL PAPER COMPANY 4066812	00193843	19000026	WHISK BROOMS VARI BUSES	10/31/19	273911	13.44-	

NEWELL PAPER COMPANY Sum						13.44-	
00073 SOUTHERN TIRE MART LLC (2520018992	00193761	19000038	TIRES U#16234/16235/17899	10/31/19	273962	2,534.70-	

SOUTHERN TIRE MART LLC (Sum						2,534.70-	

00073 SOUTHGROUP (HATTIESBURG HATTIES-02 1 00193887 19000022 TRANSIT "PAY ROUTE" COMM RNWL	10/31/19	273963	49,364.00-

SOUTHGROUP (HATTIESBURG			
Sum			49,364.00-
00073 UNIVERSITY TIRE & SERVIC 553492 00193812 19000025 TIRES VARI BUSES	10/31/19	273980	1,771.77-

UNIVERSITY TIRE & SERVIC			
Sum			1,771.77-
00073 VERIZON WIRELESS 9839772115 00194086 19000035 PARATRANSIT GPS 10/11-11/10	10/31/19	273982	142.55-

VERIZON WIRELESS			
Sum			142.55-
00073 WATERS INTERNATIONAL TRU 08P880022 00193855 19000039 REPR PTS U#16666	10/31/19	273988	182.01-
00073 WATERS INTERNATIONAL TRU 08P880459 00194112 19000040 HEADLIGHT REPR U#16666	10/31/19	273988	38.52-

WATERS INTERNATIONAL TRU			
Sum			220.53-

Sum			107,984.14-

00077 MS POWER COMPANY	10/19 COMM C 00020202 19000042 MNTHLY ELEC-COMM CENTERS	10/31/19	273904	3,846.88-

MS POWER COMPANY				
Sum				3,846.88-
00077 NEWELL PAPER COMPANY	4067261 00193885 19000032 JANIT SUPP COMM CENTERS	10/31/19	273911	399.12-
00077 NEWELL PAPER COMPANY	4067313 FRT 00194126 19000038 FREIGHT CHARGE PO#193331	10/31/19	273911	225.00-
00077 NEWELL PAPER COMPANY	4067313 00193331 19000039 CLEANING MACHINE COMM CENTERS	10/31/19	273911	2,731.28-

NEWELL PAPER COMPANY				
Sum				3,355.40-
00077 OWENS, RASHARD (REFUND) SHERRILL CEN 00202059 19000045 DAMAGE DEPOSIT REFUND		10/31/19	273916	100.00-

OWENS, RASHARD (REFUND)				
Sum				100.00-
00077 SCOTT, VICTORIA & DEMOND SHERRILL CEN 00202059 19000044 DAMAGE DEPOSIT REFUND		10/31/19	273950	100.00-

SCOTT, VICTORIA & DEMOND				
Sum				100.00-
00077 SPIRE ENERGY	10/19 COMM C 00020202 19000041 MNTHLY GAS-COMM CENTERS	10/31/19	273966	59.48-

SPIRE ENERGY				
Sum				59.48-
00077 TAYLOR, LAREGINALD (REFU CULTURAL CEN 00202059 19000047 DAMAGE DEPOSIT REFUND		10/31/19	273970	150.00-

TAYLOR, LAREGINALD (REFU				
Sum				150.00-
00077 WAL-MART STORES INC	003534 00193104 19000034 VARI BATTERIES COMM CENTERS	10/31/19	273984	247.14-

WAL-MART STORES INC				
Sum				247.14-
00077 WHEELER'S JANITORIAL SUP 0404732	00193884 19000033 JANIT SUPP COMM CENTERS	10/31/19	273992	155.00-

WHEELER'S JANITORIAL SUP				
Sum				155.00-

Sum				32,554.12-

Date - 10/29/19

STAPLES	
Sum	224.82-

Sum	6,042.26-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 10/29/19

PERIOD ENDING OCTOBER 31, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

PUBLIC SAFETY/REC CONSTRUCTION							
00088 ALBERT & MCCLESKEY ASSOC	INVOICE NO.	00193961	19000006	LIGHTING CHGS PUB SAFETY CMPX	10/31/19	273766	5,940.00-

ALBERT & MCCLESKEY ASSOC							5,940.00-
Sum							-----
Sum							5,940.00-

Grand Total Level

Sum

2,735,118.02-



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: November 5, 2019

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING OCTOBER 31, 2019

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	JOB FOR MISSISSIPPI GRADUATES	AD PYMT	193535	19000645	JMG BANQUET SPONSORSHIP	11/1/19	113994	500.00
01	HATTIESBURG PUBLIC SCHOOLS	11042019	194415	19000722	ANNUAL LEASE PYMT-1410 W PINE ST	11/5/19	114006	9,774.50

TOTAL 10,274.50